		RACT/ORDER FO			S 1. RE	EQUISITION I	NUMBER		PAGE 1 (0F 12
2. CONTRACT NO.	OFFEROR TO C	3. AWARD/EFFECTIVE	4. ORDER NUMBER		5. S0	DLICITATION	NUMBER		6 SOLIC	IZ ITATION ISSUE
GS-25F-0038	T	DATE			ı			Refresh 13	DATE	
OR SOL	ICITATION >	a. NAME			b. TE	ELEPHONE N	UMBER (No	collect calls)	LOCA	R DUE DATE/
S. JED BY	TON CALL.	CODE		10. THIS ACC	QUISITION IS		11. DELIV	ERY FOR FOB		osing date
					ESTRICTED		DESTINAT BLOCK IS	TION UNLESS		
	ices Administrat					,	⊠ SE	E SCHEDULE		
National Furniture Center - 3FQAE-CO					ASIDE 17		13	a. THIS CONTRA		
Attn: 3FNJ-C1-00-0001-B, Refresh #13 Crystal Mall Bldg. #4, Suite 402					SMALL BUSINESS UNDER DPAS (15 CFR 700)					
Washington, I	-	102			SMALL DISADV	'. BUSINESS	13b. RATI	NG		
w asimigton,	DC 20400				B(A)		14. METH	OD OF SOLICITA	TION	
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CONTRACT				CONTR	ACT					
17a, CONTRACTOR OFFEROR	CODE L	FACILI CODE	тү	18a. PAYME	NT WILL BE MA	ADE BY			CODE	
History Assoc	ciates Incorporat	ted 300 N. Stonestre	et Avenue	TO BE S	SHOWN O	N ORDE	ERS ISSU	ED UNDE	R THIS	
Rockville, M	D 20850			CONTR	ACT					
TELEPHONE NO.	(301) 279-9697	7								
17b. CHECK	IF REMITTANCE IS DIF	FERENT AND PUT SUCH AD	DRESS IN OFFER	18b. SUBMIT		ADDRESS S	HOWN IN BL SEE ADDE	OCK 18a UNLESS	S BLOCK B	ELOW
19.	T	20.			21.	22.	<u> </u>	23.		24.
ITEM NO.		SCHEDULE OF SUPPLIE	ES/SERVICES		QUÂNTIT	Y UNI	т	UNIT PRICE		AMÕÜNT
	FSC GROUP 3	36								
	OFFICE IMAG	GING AND DOCUM	MENT SOLUTIO	NS						
	Contract Period	d: 5 Years from Dat	e of Award							
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25. ACCOUNTING A	AND APPROPRIATION	DATA					26. TOT	AL AWARD AMOU	JNT (For G	ovt. Use Only)
27a. SOLIC	CITATION INCORPORA	TES BY REFERENCE FAR 52	2.212-1, 52.212-4. FAR 52	2.212-3 AND 52	212-5 ARE ATT	TACHED. ADI	DENDA	X ARE	ARE	NOT ATTACHED.
	FRACT/PURCHASE OR	DER INCORPORATES BY RE	FERENCE FAR 52.212-4	. FAR 52.212-5	IS ATTACHED.	ADDENDA	ARE		T ATTACHI	ED.
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32b. SIGNATURE C	F AUTHORIZED GOVT	REPRESENTATIVE	32c. DATE	⊣⊓ сом	PLETE	PARTIAL		FINAL		
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GNATURE A	ND TITLE OF CERTIFY	ING OFFICER	41c. DATE	42b. RECE	IVED AT (Locat	ion)				
				42c. DATE	REC'D (YY/MM	/DD) 42	d. TOTAL CO	NTAINERS	-	
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History Associates Incorporated terms and conditions are accepted as follows:

- 1. Special Item Number (SIN):
- 51 504 Records management Services
- **2. Discounts/Pricing:** GSA will be given a discount from History Associates Incorporated commercial pricing
- 3. Prompt Payment Discount: Net 30
- 4. Documents Incorporated:
- (a) Commercial Price List July 1, 2007
- (b) GSA Price List 8/2007
- 5. Industrial Funding Fee (IFF) Clause 552.238-74:

History Associates Incorporated is in agreement with the terms and conditions prescribed under the Industrial Funding Fee Clauses 552.238-74. In accordance with Clause

552.238-74, History Associates Incorporated, Inc. will pay General Services Administration (GSA) a (b) (4) fee of the total Government sales under this contract reported on the GSA form 72A on a quarterly basis.

- 6. Government Credit Card: History Associates Incorporated will accept the Government Commercial Credit Card, at no additional discount extended to the government for its use.
- 7. Warranty: None
- 8. **FOB Point: Destination.** Domestic Delivery including, Washington, Alaska, Hawaii, and Puerto Rico
- 9. Delivery Time: As stated on the order
- Expedited Delivery Time: As stated on the order
- 11. Minimum Order: \$100
- 12. Maximum Order: \$1,000,000
- 13. **Price Reduction Clause 552.238-75:** In accordance with the Price Reduction Clause 552.238-75 (Sep 1999) History Associates Incorporated, Inc.'s Non-Profit who receives 2-14% off the Commercial Price List effective July 1, 2007. Further History Associates Incorporated understands that this relationship

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shall be maintained throughout the contract period. Any changes in History Associates Incorporated pricing arrangement for this customer which disturbs this relationship will constitute a price reduction.

14. Point of Contact (Authorized Administrator):

Donald Donoghue
Director, Finance and Contracts
300 N. Stonestreet Avenue
Rockville, MD 2085005
301-279-9697
301-279-9224
ddonoghue@historyassociatesincorporates.com

15. GSA Advantage (Authorized Administrator).

Donald Donoghue
Director, Finance and Contracts
300 N. Stonestreet Avenue
Rockville, MD 2085005
301-279-9697
301-279-9224
ddonoghue@historyassociatesincorporates.com

16. 72A Sales Administrator:

Donald Donoghue
Director, Finance and Contracts
300 N. Stonestreet Avenue
Rockville, MD 2085005
301-279-9697
301-279-9224
ddonoghue@historyassociatesincorporates.com

- 17. History Associates Incorporated understands that we will notify the Contracting Officer in writing within five (5) working days of any changes to the contact information.
- 18. Trade Agreement: In compliance with the Trade Agreement Act all products offered by History Associates Incorporated are manufactured in the United States of America.
- 19. History Associates Incorporated will remain in compliance with all the following clauses:
- 52.22-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C.

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351, et seq.)

52.22-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C 351, etc seq.)

52.22-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C 351, etc seq.)

52.22-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C 351,etc seq.)

52.22-47, SCA Minimum Wages and Fringes Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) ((41 U.S.C 351,etc seq.)

COMMERCIAL PRACTICES

History Associates Incorporated states that all commercial business practices have been fully disclosed and are current, accurate and complete as of the conclusion of negotiation.

History Associates Incorporated understands that they will notify the Contracting Officer (in writing) within five (5) working days of any changes to the contact for contract information.

The following documents are attached hereto and incorporated in this contract:

- a. Solicitation Number: 3FNJ-C1-01-0001-B, Refresher #13.
- **b.** History Associates Incorporated final proposal revision dated September 13, 2007.
- c. History Associates Incorporated commercial price list effective date July 1, 2007.
- **d.** The following revised clauses are hereby incorporated and supersede any previous versions. See attached pages.

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LEASING OF GENERAL PURPOSE COMMERCIAL EQUIPMENT

SINs: 51 58 – Lease-to-Ownership Plan (LTOP) - Copiers 51 58a – Operating Lease Plan – Copiers Only 51 58b Operating Lease Plan (All Other Products under FSC 36)

1. STATEMENT OF GOVERNMENT INTENT

For the purpose of this solicitation, Lease Term is defined as the duration of the lease in months (not to exceed 60 months) as shown on the Ordering Agency's initial delivery order. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government anticipates fulfilling the leasing agreement subject to the availability of appropriated funds and the continued needs of the Ordering Agency. The Ordering Agency, upon issuance of any delivery order pursuant to Special Item Numbers (SIN's) 51 58, 51 58a or 51 58b, intends to use the equipment for the lease term specified in the initial delivery order so long as the needs of the Ordering Agency for the equipment or functionally similar equipment continues to exist and adequate funds are appropriated. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required in other sections of SIN's 51 58, 51 58a or 51 58b. The lease commencement is the date of acceptance as defined by FAR Subpart 12.4

The first period or initial term of the leasing agreement will be through September 30th of the fiscal year in which the order is placed, or as extended by act of Congress, unless the ordering office has multi-year funding.

Ordering Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and to review the lease terms and conditions prior to ordering and obligating funding for a lease. Ordering Agencies are responsible for the obligation of the funding consistent with fiscal law when entering into any lease arrangement.

2. ORDERING PROCEDURES

- (1) Ordering Agencies are strongly encouraged to conduct a needs assessment prior to the procurement of copiers.
- (2) When the Ordering Agency expresses an interest in leasing a product(s), the Ordering Agency will provide the following information to the prospective vendors:
 - (i) Which product(s) is (are) required.
 - (ii) The required delivery date.
 - (iii) The proposed term of the lease.
 - (iv) Where the equipment will be located.
 - (v) Description of the intended use of the equipment.
- (3) The contractor will respond with:
 - (i) Whether the contractor can provide the required equipment.
 - (ii) The monthly payment based on the rate and the initial and residual values of the equipment.
- (iii) The estimated cost, if any, of applicable State or local taxes.
- (iv) A confirmation of the availability of the equipment on the required delivery date.
- (v) Extent of warranty coverage, if any, of the leased products.
 - (vi) Cite the cost of any mandatory maintenance as applicable.
 - (vii) The Termination Ceiling Charges, as applicable. (See Section 13, Early Termination Charges).

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(4) The ordering agency and contractor shall agree upon a termination ceiling charge which is established in accordance with the appropriate formula in Section 13. Early Termination Charges (See FAR Subpart 71.1)

- (5) The Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds.
- 3. ORDERS AND PERIOD OF LEASING ARRANGEMENTS
 - a. **Lease Options:** At a minimum, Ordering Agencies placing orders for equipment under a leasing arrangement must specify on the delivery order the applicable leasing SIN under which the equipment is being leased.
 - 51 58 Lease to Ownership Plan (LTOP) (Lease/Purchase)(Copier)
 - 51 58A Lease with Option to Own (Operating Lease) (Copier)
 - 51 58B Lease with Option to Own (Operating Lease) (All Other Products under the 36 Schedule)
 - b. **Annual Year Funding**. When using annually appropriated funds when placing an order for leasing, the following applies:
- (1) Any lease executed by the Ordering Agency shall be on the basis that the known requirements exceed the remainder of the fiscal year. Due to funding constraints, however, the Ordering Agency cannot normally commit to a term longer than one fiscal year at the commencement of the lease. To facilitate the exercise of renewal options for future fiscal years, the lease term will be specified in the delivery order. All orders for leasing shall remain in effect through the Government fiscal year (or as extended by Act of Congress), or the planned expiration date of the lease, whichever is earlier, unless the Ordering Agency exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Despite the fact that the delivery order will specify the total lease term, orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Ordering Agency to a renewal.
- All orders for leasing automatically terminate at the end of the Government fiscal year (or as extended by Act of Congress) or the contract term, whichever is earlier. However, Ordering Agencies should notify the contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Ordering Agencies are instructed to follow the guidelines set forth in Paragraph 14 of this section with regard to termination of lease terms for non-appropriation or agency decisions not to renew. Should Ordering Agencies decide to terminate the lease prior to the expiration of the lease term under any other condition other than those set forth in Paragraph 14, early termination charges shall apply, (See Section 13, Early Termination).
 - c. **Multi-Year Funding Within contract Period:** Where an Ordering Agency's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the Ordering Agency may place a schedule contract order for leasing for a period up to the expiration of its period of appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.
 - d. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the contractor will

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not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

- e. **Assignment of Claims:** In accordance with GSAR 552.232-23 Assignment of Claims under this contract, the Ordering Agency Contracting Officer may approve the assignment of claim for an order under these leasing Special Item Numbers (SINs) in accordance with FAR 32.803. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.
- f. **Government Rights under Lease:** The Government does NOT waive any performance requirements, warranty rights nor other contract or statutory rights, such as the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contract provisions.

4. MAINTENANCE AND INSTALLATION

- a. Maintenance and installation, when applicable, are not included in the lease payments. The Ordering Agency will obtain installation and/or maintenance from the contractor or a designated authorized service provider.
- b. When installation and/or maintenance are to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.

5. MONTHLY PAYMENTS

- a. Prior to the placement of an order under this SIN, the Ordering Agency and the contractor must agree on a "base value" for the products to be leased. The base value will be the contract purchase price (less any discounts). For operating leases the residual value is independent of the purchase option price. The residual value will be used in the calculation of the original lease payment.
- b. To determine the initial lease term payment, the contractor agrees to apply the negotiated lease factor to the agreed upon base value:

Examples: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

Or

The Contractor's most favored finance rate factor as agreed to during contract negotiations.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. The purchase option price will be based upon the unamortized principle of the product. The payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership. In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment.

6. EXPIRATION OF LEASE TERM:

a. Upon the expiration of the Lease Term, the Ordering Agency will:

- (i) Upon 30 day written notice, return the Equipment to the Contractor or -
- (ii) Purchase the equipment at the fair market value of the equipment or;
 - (iii) Obtain requirements in accordance with FAR 8.4 (Ordering Procedures) by issuing a new request for quote.

Note: Customers are advised to see paragraph 15-18 for additional lease expiration provisions.

7. ADDITIONS

For the purpose of this solicitation the definition of an addition is defined as follows: **Additions:** The addition of accessories features or other enhancements available for lease under this contract to an existing model (base unit) already installed. Additions shall not change the functionality of the installed equipment.

a. The ordering agency may require the contractor to modify existing leased equipment through order modifications, provided the modifications are customarily offered by the contractor for the equipment leased. The price of the modification will be mutually agreed upon by the ordering agency and the contractor. The ordering agency may pay for the modification at full price upon acceptance, or the modification price may be leased coterminous with the initial lease term. The contract lease interest rate in effect at the time of order of the modification will be used to calculate the monthly payment applicable to the modification. For Operating leases a residual value should be negotiated for the modification.

For example:

Lease to ownership

Price of the modification - \$1,000

Months remaining on the equipment lease - 19

Current contract lease factor at the time of the modification - 045 for 24 month lease, the term closest to remainder of lease.

Interest equivalent (i) for lease factor is 0.625% per month [rate(N,-pmt,Price)/rate(24,-0.045.1)]

Modification Payment \$55.98 [PMT(i,N,P)/PMT(.625%,19,1000)]

- b. The Ordering Agency may affix or install any accessory, addition, equipment or device on the equipment ("additions") provided that such additions:
 - can be removed without causing material damage to the equipment;
- (2) do not reduce the value of the equipment; and
 - (3) are obtained from or approved by the contractor, and are not subject to the interest of any third party other than the contractor.
- c. Any other additions may not be installed without the contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:
- (1) were not leased from the contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.
- d. Any additions, which are not removable, will become the contractor's property (lien free).
- e. Payment may be modified based on the schedule price adjusted to reflect the actual period until the end of the lease term.
- f. Should the Ordering Agency elect to replace equipment under the lease, a new FAR 8.4 competition is required. This does not preclude substitution for failure to perform.

 Ordering Agencies are advised that when making the decision to conduct a new competition, consideration must be given to the early termination of existing equipment

and/or the financial considerations involved with the rollover of existing equipment should the current contractor prevail. Ordering Agencies are strongly advised to perform a cost benefit analysis in accordance with their agency procedures and policies with regard to rollovers.

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. WARRANTY

In accordance with Clause 552.246-73 under this contract, the contractor's warranty, as stated in the contractor's GSA Authorized Price List, is applicable to the lease.

10. EQUIPMENT PERFORMANCE

- a. The equipment supplied must be in operational or repairable condition—throughout the term of the lease.
 - (1) Operational condition means the equipment is producing clear and clean copies, all mechanical accessories are operating as intended and in all respects the equipment is performing up to the standards in the manufacturer's specifications.
- (2) Repairable condition means that the equipment can be repaired by a qualified technician within the terms of the maintenance agreement. Additionally, all required replacement parts are available and the equipment down time does not exceed that specified in the maintenance agreement.
- b. After a thirty (30) day notice and cure period, if the equipment continues to fail to be operational or repairable as defined above, the Ordering Agency may take those remedies available to it under either the contractor warranty provisions or default clause set forth in FAR 52.212-4(m). Such recourse will not be the basis for increasing the monthly payment or extending the term of the lease.
- c. Maintenance and Support:

Preventive Maintenance: The contractor shall provide preventive maintenance at least equal to the commercial practice. Intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same model of copier.

Response to Service Calls: At minimum, during normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the copier within either nine (9) working hours or sixteen (16) working hours (as specified by the User Activity) after the verbal or written request for the service call. However, for copiers identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the copier within four (4) working hours. Copiers designated critical will be identified by the ordering activity in the order and shall not exceed 5% of the total number of copiers on the order. The contractor's response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Contractors are required to submit a contingency plan to maintain full and proper operation of copiers and to avoid extended delays for repair or replacement of copiers.

Repair and Maintenance Service: Offerors shall submit and include in their pricelist's, a list of Names, addresses, and phone number(s) of authorized representatives, responsible to the contractor, who may be contacted by ordering activities for repair and maintenance of equipment. Only those authorized representatives listed may render maintenance service, unless the list is

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subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or terminate authorized representatives.

11. TITLE

During the Lease Term, the equipment shall always remain the property of the contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the contractor.

12. State and Local Taxes (52-229-1):

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption.

See FAR clauses 52.229-1 State and Local Taxes; 52.229-3 Federal, State, and Local Taxes,

13. EARLY TERMINATION CHARGES

which are incorporated by, reference.

Equipment leased under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (I) *Termination for the Government's Convenience*. The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than those set forth in section 14, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term (See FAR 17.1). The Ordering Agency and contractor shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

Formula 1: FOR Lease To Own (LTOP) SIN 51-58

Termination Fee = pmt(i,n,P) *n - sum of PMT - FMV

"P" = Schedule Price of equipment at time of order, inclusive of Ordering Agency negotiated price reductions should be considered.

"PMT" = Actual Monthly Payment paid on order to termination

"i" = Monthly Interest Rate applicable to the order

"n" = number of months from order to termination

"pmt" = Monthly payment corrected to actual lease term"

"FMV" = Fair Market Value of equipment if returned at termination. Unit price adjustments, residual or FMV values used to calculate operating leases, should not be considered

Formula 2: For Operating leases SIN 51 58a and 51 58b

Termination Fee = PV(i, n, -PMT)

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"PV"= Present Value

"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order

"n"= Number of months remaining from termination date to the end of the lease term
"PMT" = Current monthly payment amount of the original payments through end of the lease

14. TERMINATION FOR NON-APPROPRIATION

The Ordering Agency reasonably believes that the bona fide need will exist for the entire lease term and corresponding funds in an amount sufficient to make all payment for the lease term will be available to the Ordering Agency. Therefore, it is unlikely that leases entered into under the SINs 51 58/Lease to Own (Copiers), 51 58a/Operating Lease (Copier), and 51 58b/all other equipment will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. The determination of the availability of funds is made solely by the Government.

15. LEASE EXTENSIONS

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4, FSS Ordering Procedures.

16. LEASE EXPIRATIONS - SIN 51 58/LEASE TO OWN

Title to equipment installed under SIN 51 58 automatically transfers to the Government upon conclusion of the Lease Term Agreement.

17. LEASE EXPIRATIONS – SIN 51 58A/OPERATING LEASE AND 51 58B/ALL OTHER EQUIPMENT

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4 covering Ordering Procedures.

Unless notified by the Ordering Agency that the Government intends to exercise its option to purchase the equipment, the equipment, upon the expiration of the lease term, will be removed by the contractor at the earliest practicable time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

In the event the Ordering Agency desires, at any time, to acquire title to equipment leased hereunder, the price will be mutually agreed upon by the parties.

18. RETURN OF EQUIPMENT

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

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Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.

COVER PAGE

or's Name (include a Doing Business As (DBA) if applicable):

History Associates	Incorporated		
Offeror's Address:	300 N. Stonestreet Avenue	DUNS # <u>037704574</u>	TIN # <u>03-0277643</u>
	Rockville, Maryland 20850	<u>)</u>	
	Montgomery County	E-mail address (es):	bmartin@historyassociates.com and kdurr@historyassociates.com
Business Status (cl	neck one):	mall Disadvantaged	
	{	$\mathcal{B}(a)$	
	X	Small Business	
		Woman Owned Small Bu	isiness
		Woman Owned Large Bu	isiness
		Veteran-owned Small B	usiness
		Service-disabled Veteran	-owned
	11	UBZone Small Business	
		Service Provider	
Business Size	I	arge	
		DealerManufac	turer
Each Authorized	Negotiator's Name, Address,	Fitle and Phone Number	and e-mail addresses:
*Kenneth D. Durr **Julie Akers - Vi **Thomas McCra **Jeromy Block -	ry - Executive Account Mana	dent, (301) 279-9697, kd leral Schedules, Inc., (70 ger w/Federal Schedules al Schedules, Inc., (703)	urr@historyassociates.com 3) 709-8700, jakers@fedsched.com , Inc., (703) 709-8700, tmeerary@fedsched.com 709-8700, jblock@fedsched.com
Offerors: Please li security capabilit		d under this Schedule a	and identify products that meet Section 508 Compliance and have
SIN		Item Name	
51 504		RECORDS	S MANAGEMENT SERVICES (RMS)
Please return this	page with the offer and use ar	ny additional pages if nec	essary.

SOLICITATION/C	ONTRACT/ORDER	FOR C	OMMERCI	AL ITEMS	1 REQUISITION N	UMBER		PAGE 1 OF 206
	Offeror to complete blocks		30					
2 CONTRACT NO.	3. AWARD/EFFECTIV	VE DATE	4. ORDER NUMBE	R	5. SOLICITATION			6 SOLICITATION ISSUE DATE
FOR SOLICITATION	A. NAME			***	3FNJ B TELEPHONE N	-C1-00-00		8 OFFER DUE DATE/local time
FORMATION CALL:		s noted it	ı clause CP-FSS-	3	is recurrence			
ED BY		CODE		10 THIS ACQUIS	STION IS		ERY FOR FOB TON UNLESS	12 DISCOUNT TERMS
GSA/FSS/3FNJ-CO, Nation	nal Furniture Center			UNRESTRIC	TED	BLOCK IS	MARKED	None, NET 30
Crystal Plaza 4, 2200 Cryst Arlington, VA 22202	al Drive, Suite 400			SET-ASIDE	% FOR USINESS		HEDULE HS CONTRACT IS UNDER DPAS	I SA RATED ORDER (15 CFR 700)
Address offers to: GSA/FSS/3FNJ-CO ATTN: J. VIOLAs RE: 3FNJ-C1-00-0001-B					CBZONE SM BUSINESS 136 RAHING			
Crystal Plaza 4, 2200 Cryst Arlington, VA 22202		NAICS:see Item L	NAICS see Item Listing					
15. DELIVER TO		CODE		16 ADMINISTER	ED BY		COL	DE
To be shown on each order					on each order is.	sued under		
17a. CONTRACTOR/OFFEROR		ACILITY COI	DE:		VILL BE MADE BY	. 1 1	COI)t.
History Associates Incorporation N. Stonestreet Avenue				To be snown	on each order is.	suea unaer	this contract.	
Rockville, Maryland 20850	(Montgomery County)							
TELEPHONE NO. (301) 279-969	97			186 SUBMIT IN	VOICES TO ADDRESS	SHOWN IN B	LOCK 18a UNLESS	BLOCK BELOW IS CHECKED
	DIFFERENT AND PUT SUCH ADDR	ESS IN OFF	ER .	I	SEE ADDENDUM	22.	23	24
19., ITEM NO	20. SCHEDULE OF SUP	LIES/SERVI	CES		QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Federal Supply	Group	o 36 – Offic	e Imaging	and Docum	ent Sol	utions	
25. ACCOUNTING AND APPROPRIA	VIION DATA		· · · · · · · · · · · · · · · · · · ·				26. TOTAL AWARI	AMOUNT (For Govt Use Only)
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	ATES BY REFERENCE FAR 52.21							_
27b. CONTRACT/PURCHASE O	RDER INCORPORATES BY REFERE	NCE FAR 5	2.212-4. FAR 52.2	.12-5 IS ATTACHED.			ADDENDA L	ARE ARE NOT ATTACHED.
CONTRACTOR AGREES TO	ED TO SIGN THIS DOCUMENT AN FURNISH AND DELIVER ALL ITE DITTIONAL SHEETS SUBJECT TO	MS SET FOR	TH OR OTHERWISE I	IDENTIFIED 🔀		LOCK 5), INC		LR DATED YOUR OFFER ON FITONS OR CHANGES WHICH ARE SEE ATTACHED
30a. SIGNATURE OF OFFEROR/CON	STRACTOR			31a UNITED ST	ATES OF AMERICA (S	IĞNATURE O	CONTRACTING O	FFICER)
(b) (6)		-						
30 NAME AND TITLE OF SIGNER	(TYPE OR PRINT)	30c. DAT	E SIGNED	31b. NAME OF C	ONTRACTING OFFICE	EŘ (TYPE OR I	PRINT)	31c DATE SIGNED
Brian W. M Presi	fartin. PhD	1111	1 7 2007					
		302						
32a, QUANTITY IN COLUMN 21 HA	C DEEK							
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326. SIGNATURE OF ACTHORIZED) GOVERNMENT REPRESENTATIVE	``	e DATE	SEC PRINTED S	AME AND TITLE OF	(C THORIZED	GOVER VMENT RE	PRESENTATION,
32c. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g E-MAIL OF	AUTHORIZED GOVE	RNMENT REP.	RESENTATIVE	
33. SHIP NUMBER PARTIAL HINAL	34. VOUCHER NUMBER		. AMOUNT VERIFIED ORRECT FOR		UT LETE PARTIAL	☐ FINAL		K NUMBER
	39. S/R VOUCHER NUMBER	40 PAID	3Y	1 - 10			<u> </u>	
41a. I CERTIFY THIS ACCOUNT IS	CORRECT AND PROPER FOR PAYM	ENT	1	42a RECEIVED BY	(Print)			
41b. SIGNATURE AND TITLE OF CI	RTIFYING OFFICER	41c DAT	E					
				42b RECEIVED AT	(Location)			
				42c DATE REC'D (FLMM DD)	42d TOT/	AL CONTAINERS	

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STANDARD FORM 1449 (REV. 4/2002) Prescribed by GSA • FAR (48 CFR) 53.212

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M-FSS-FCGE	, , , , , , , , , , , , , , , , , , , ,	
M-FSS-FCGE		
	EGORY OR SIZE	
• •	CCS	
0		
HUBZ		170
SDB		170
WOSB		170
	on only, FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting p	
	the name, title, address, telephone number, fax number and/or email of this person, position within the corporate struc	
	, , , , , , , , , , , , , , , , , , ,	,

list of duties of that employee. Provide an alternate point of contact responsible for this subcontracting plan, in case of questions. Consultants used as contacts are welcome.)

(For information only, FAR 19.704(a)(8) requires a description of the efforts the contractor will make to ensure that SB, HUBZ, SDB, WOSB, VOSB, and SDVOSB concerns have an equitable opportunity to compete for subcontracts.)

Total dollars to be subcontracted	100,000	100%			178
To Small business	,		39.000	39%	178
small business	***************************************				
OPEN RATINGS, INC 600 First Avenue N., #200	t. Petersburg, FL 33701.				181
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ESTIMATED SALES (SEP 2000)

The "Estimated Sales" column of the Schedule of Items shows (1) a five-year reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

SIN	TITLE	Estimated Sales Data
	DOCUMENT MANAGEMENT PRODUCTS,	(b) (4)
	SYSTEMS, SERVICES & SOLUTIONS	
	DOCUMENT MANAGEMENT SERVICES	
51 501	Needs Assessment and Analysis Services (NAAS)	
51 503	Educational & Training Support Services (ETSS)	
51 504	Records Management Services (RMS)	
	 File Organization and File Maintenance 	
	Services (FOMS)	
	Storage Services	
51 505	Document Production Services Onsite/Offsite (DPS)	
51 506	Document Conversion Services (DCS)	
51 507	Destruction Services (DS)	
51 508	Litigation Support Services (LSS)	
51 509	Network Connectivity Support Services (NCSS)	
	COPIERS AND ALL RELATED SERVICES, EQUIPMENT AND SUPPLIES	
51 409	Network, Optical Imaging System and Solutions	
51 100	Copiers (analog, digital, multifunctional digital, engineer)	
51 101 2	Consumable Supplies for Copier, Computer Printers and FAX Machines	
*51 101 7	Transparency Film	
51 55	Rental Plan Copiers	
51 58	Lease to Ownership Plans (LTOP) - Copier	
51 58a	Operating Lease Plan – Copiers	
51 58b	Operating Lease Plan (All Other Products)	
51 100c	Cost-per-Copier Plan - Copiers (to include Analog, Digital, Multifunctional & Engineer Copiers)	
51 100f	Flat Rate Monthly Fee Copying Plan - Copiers	
51 57	Maintenance Service Agreement – Copiers	
51 208	Maintenance Service Agreement FOR ALL OTHER EQUIPMENT UNDER THIS SCHEDULE	
51 56	Repair of Government-Owned Equipment (all equipment covered under this schedule) not under a Maintenance Service Agreement	
50 205	Rental Plan for Postage Meters and other Mailing Equipment	
51 229	Digital Duplicating Equipment	
20 300	Projector and Electronic Whiteboards	
*20 220	Projection Screen, Stands, Printer (Enlarger) and Systems	

[DREIDOCT CORVING & STRUCTURE	1
	PRE/POST COPYING & FINISHING	(b) (4)
	EQUIPMENT	+
51 212	Deat Carrie / Cirichia - David	+
51 212	Post Copying/Finishing Equipment	+
		4
	MAIL MANAGEMENT, SYSTEMS,	
	PROCESSING EQUIPMENT AND RELATED	
	SOFTWARE AND SOLUTIONS	-
New!!!!	MAIL MANAGEMENT SERVICES	
733 1	Mail Room Administrative Support	-
733 2	Mail Presort	
733 3	Miscellaneous Mail Services	
733 4	List Management Services	+
733 5	Mail Room Ergonomic Analysis Services	
733 6	Mail Screening and Inspection Services	
New! 51 1000	Other Direct Costs (ODC's) cover SINs 51 501, 51	+
11cw: 51 1000	503, 51 504, 51 505, 51 506, 51 507, 51 508, 51 509,	
	733 1, 733 2, 733 3, 733 4, 733 5, and 733 6	
50 163	MAIL MANAGEMENT PROCESSING	+
50 105	SYSTEMS AND RELATED SOFTWARE	
50 287	Money Handling & Processing Machines	+
20 201	Protog Flanding & Frocessing Machines	
	OFFICE/BUSINESS PRODUCTS &	+
	SOLUTIONS	
51 001	Office Products for the Impaired	+-
51 002	Business Card Scanner and Solutions	
0.002	Dustiness card Seattlet and Setations	
*50 180	Time and Attendance Programs and Systems	
50 177	Date and Time Stamps	
50 281	Calculators (e.g., business, electronics, fraction,	
-	metric conversion, programmable/non-	
	programmable, scientific, statistical, printing,	
	graphic & web-site/financial	
47 355	Dictation and Transcribing Machines and Systems	
*47 147	Security Applications for Business Machines	
50 7002	Stencil Cutting Machines	+
165 205	Office Filing and Storage Systems and Solutions	T-
47 145	Typewriters	
	PHOTOGRAPHIC PRODUCTS, SERVICES &	
	SOLUTIONS SERVICES &	
50 156	Personal and Document Identification Systems	
55 150	(Embossing and Photo IDENTIFICATION	
	Cameras)	
51 417	Micro photographic Film, Paper, Chemical	
31 417	Preparation and Equipment	
51 402	Multi-Media Reader and Reader-Printers and	
31 402	Systems	
51 1001	Introduction of New Products/Services (NPS/SIN)	
	INTERNATIONAL – All Equipment under this	
51 B36 2a		
	Schedule	-
	* Set-Aside for Small Business (47 147, 50	
	180, 51 101 7, 20 220)	

SCHEDULE OF ITEMS

REMANUFACTURED EQUIPMENT: Remanufactured equipment is defined as equipment which has been remanufactured/rebuilt to new machine specifications, and which has not been used at any time prior to delivery after the remanufacturing/rebuilding process. Remanufacturing/rebuilding as defined herein shall include, but not limited to: cleaning, refinishing, inspection, and testing to new machine standards and replacement of all defective components. Remanufactured/rebuilt components will be utilized as replacements only in applications that do not affect machine performance. Warranty, maintenance, and service terms for remanufactured/rebuilt machines shall be identical to those provided for new machines. The equipment shall be proposed for production, currently in production, or schedule for production in time to meet the ordering requirements.

DOCUMENT MANAGEMENT PRODUCTS/SERVICES

51 409 Network, Optical Imaging System and Solutions

The contractor will provide hardware and software to enable the user to migrate unstructured paper and electronic data into an electronic document. The user will have the capability to search for documents from a variety of sources such as desktop personal computer, intranet/internet, LAN/WAN. The software will support the user's needs in capturing data in typed print, handprint, mark sense and barcode, electronic data and paper documents into an electronic format and media of choice, in a reliable, secured operating environment. The contractor will provide one or more of the following software/hardware components into medium of choice: Data & Document Capture, Document Imaging, COLD, Document Management, Storage Management, Document Management Scanner, and other related equipment.

Additionally, this SIN includes equipment that provides solutions for small to medium size offices to allow the user to capture documents, file documents and retrieve data in seconds. This give the user the ability to find documents anytime and does not require software installation. This information can be retrieved from the Web browser.

Document Storage Solutions are designed to deliver and maintain on/off line storage solutions for users who need to present, share, archive and distribute information on CD, DVD, DVRAM and other related mediums. Network protocols are widely used to obtain stored data. This SIN includes directly related accessories, attachments, software and supplies.

ESTIMATED I	REQUIREMENTS (5 YEARS)	-(b) (4)
SIN 51 409	DISCOUNT OFFERED	

51 100 Copiers

This SIN includes analog, engineering, digital/multifunctional copiers having single-color and/or full-color imaging in both desktop and console configurations. Analog copier has only copying capability. Digital/Multifunctional copiers have capabilities such as copying, printing, faxing, scanning to print/file, and/or facsimile with post finishing solutions connected to individual and network stations with solutions. The Multi-functional digital copier may have integrated functional capabilities or have modular expansion capabilities that permits functional upgrading. Both analog and digital/multifunctional copiers may have image enhancement capabilities (e.g., image magnification, reduction, contrast), paper handling capabilities (c.g., automatic paper selection, multiple paper trays, duplexing, collating), and/or document finishing capabilities (e.g., stapling, folding, punching). Copier speeds vary from under 25 copies per minute to over 100 copies per minute with copying volumes from under 1,000 copies per month to over 450,000 copies per month. Engineering copier also includes both analog and digital copiers (e.g., copiers capable of using transparent and opaque originals to produce plain paper, vellum or polyester film copies and capable of copying A to E size drawings. Full color, non laser copiers, and other non-standard copier equipment (e.g., copy boards and easels) are included. It also includes copy control devices and systems for equipment under this SIN that can be used to limit copier access to authorize users and to record copier usage. The devices include mechanical and electrical copycontrols (e.g., key counters, cartridges, interface kits) and copy-control systems (e.g., central data collection units, and related connection devices as an integrated package). Transparency film is available under SIN 51 101 7 and consumable supplies are available under SIN 51 101 2. This SIN includes directly related attachments, accessories and supplies.

ESTIMATED RE	equirements (5 years) - (b) (4)
SIN 51 100 D	ISCOUNT OFFERED
51 101 2	Consumable Supplies for Copiers, Computer Printers and Fax Machines
blades, pickoff fir copier equipment are toner, develop machines and sys available under S ALL OFFEROR	s directly related supplies (e.g., toner developer, dry ink, dry imager, fuser oil and fusing rollers, cleaning neers, photoconductors, photoreceptor belts and drums, staples wire, binder material, binder adhesive) for the available under 51 100. Other directly related consumable supplies for computer printers and fax machines per, and new manufactured single- and full-color toner cartridges) for laser and inkjet computer printers, fax tems. This SIN does not include copier paper or transparency films for copiers. Transparency films are IN 51 101 7. NO REMANUFACTURED (i.e. DRILL OR FILL TONER WILL BE ACCEPTED). IN SINTERESTED IN PROPOSING SUPPLIES ONLY MUST SUBMIT A PROPOSAL UNDER THE EVICES ADMINISTRATION, REGION 2 OFFICE LOCATED IN NEW YORK.
	Y ARE NOT ACCEPTED UNDER SOLICITATION NUMBER 3FNJ-C1-00-0001-B, FEDERAL DULE GROUP 36.
ESTIMATED RE	equirements (5 years) (b) (4)
SIN 51 101 2	DISCOUNT OFFERED
*51 101 7	Transparency Film
 designed for diff (excluding xerogram 	s wide range of transparency film - Xerographic Type — designed for single and color copiers, Thermal Typ ferent image and background colors (e.g., infrared transparency film and Special Types - Transparency films raphic and thermal films) for making special transparencies (e.g., transparency films for use with Laser, Inkjet haracter printers, opaque films, write-on films, and thermal transfer films for use with computer generated transparencies).
Includes directly	related accessories, attachments (e.g., mounts, and supplies.
ESTIMATED RE	QUIREMENTS (5 YEARS) - (b) (4)
SIN 51 101 7	DISCOUNT OFFERED
51 55 Renta	al Plan-Copiers
to the maximum r copy is usually ac rate includes full-	s rental plans for all copier equipment. Rental rates cover unrestricted normal use of the rented equipment up number of copies (e.g., number of copies per month) identified in the rental agreement. An excess charge per cessed for copies over the maximum number of copies provided for under the rental agreement. The rental maintenance service (repairs, adjustments, replacements) by authorized service technicians, at no additional ner. Rental rates do not usually include the cost of consumable supplies.
ESTIMATED RE	equirements (5 years) (b) (4)
SIN 51 55	DISCOUNT OFFERED
BRAND NAME:	
40MARI BUOM	NECC CET A CIDE (CDCA)
~SWIALL BUSIN	NESS SET-ASIDE (SBSA)

SCHEDULE OF SERVICES

DOCUMENT MANAGEMENT SERVICES

NOTE:

Offerors are encouraged to offer alternative or multiple pricing proposals, package pricing or unbundled (separate) pricing. If the following formats using labor rates deliverables or as it relates to the services herein are not used, provide a narrative statement that describes in detail how your firm proposes to price the services offered.

51 501 NEEDS ASSESSMENT AND ANALYSIS SERVICES (NAAS)

Description - Needs Assessment and Analysis Services consist of a comprehensive assessment of the customer's existing objectives, capabilities and most importantly, funding obligations which will provide agency's recommendation(s) how to meet or exceed organization's overall performance by providing "total office solutions.

Contractors may offer this SIN for delivery on the following basis: Locally, Nationally and/or Worldwide. Contractors offering
on a local geographical basis must specify the area in which services are being offered for consideration.
Geographic Service Location(s):
NAAS provides for professional support in analyzing and developing customer requirements. Regardless of the specific
approach and strategies described in the technical proposal for each work segment, the work in general shall include consulting
services, and other related services. THIS SIN MAY INCLUDE ASSESSMENT SERVICES FOR COMPLIANCE WITH
THE REQUIREMENTS OF SECTION 508 OF THE REHABILITATION ACT, WHICH IS AN INITIATIVE TO
ENSURE THE ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY TO INDIVIDUALS
WITH DISABILITIES AND MAY ALSO INCLUDE SPECIAL SECURITY REQUIREMENTS TO MEET
AGENCY'S NEEDS.
Note: Survey instruments may be offered in conjunction with consultation services. However, surveying services are
overed under the MOBIS schedule.

• Consultation Services - Offerors shall specify the Labor Category (ies) proposed and the hourly and daily rates for each. The total price for consultation services will be established at the time the Task/Delivery Order is placed and will be based on the prices offered herein. The estimated number of hours negotiated with the agency and the labor category (ies) provided will be shown on the resultant Task/Delivery Order. Contractors shall provide expert advise, assistance, guidance or counseling in support of agencies' management, organizational and business improvement efforts. They may also

include studies, analyses and reports documenting any proposed developmental, consultative, or implementation efforts.

51 503 EDUCATION AND TRAINING SERVICES (ETSS)

Description - Educational and Training Support Services provide the customer with operational knowledge of products and/or services offered under this schedule. Training is offered on site/off site, and through video conferencing, or CD ROM base training.

Contractors may offer this SIN for delivery on the following basis: Locally, Nationally and/or Worldwide.	Contractors offering
on a local geographical basis must specify the area in which services are being offered for consideration.	
Geographic Service Location(s):	

Offerors shall provide a schedule of available training courses offered. Offerors shall indicate the minimum number of participants per course. Courses shall include all costs for the minimum number of participants. In cases where less than the minimum number of students participates, and the ordering agency has paid for the minimum indicated, any excess material

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becomes the property of the agency. The types of training may be standard and/or customized to meet the agency's need but must be directly related to the product lines covered under this schedule.

Use one sheet per course unless information for different courses is identical. If it is identical, then the applicable courses must be attached to the front of each of the following price data, sheets submitted. (i.e., only one sheet as follows is required for each set of identical data, regardless of number of courses offered). Training must be directly related to the product lines under this schedule.

Schedule of Training

Shoot	ļ
Doto	9
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Price	
01110	
ع)

1		ants:	
		Minimum Number of Participants:	
	Days):	\$	
Title of Course:	Length of Course (Number of Hrs/Days):	Total Price of Course for Minimum Number of Participants:	Commercial/Non-Gov't Price:

Applicable Gov't % Discount

(i.e., If the total price of the course is \$100 and the minimum number of participants is 10, then the base price of the course is \$10 per participant. However, the price for additional students is \$1.00 each, up to the maximum number of participants (if applicable). (if applicable) Price Per Each Addition Participant in Excess of the Minimum: \$_

%_% __qty____ (%¹ % qty_ % % 454 (if applicable) Quantity Discount for additional participants in excess of the minimum: (i.c., If the total price of the course is \$100 and the minimum number of participants is 10, then the base price of the course is \$10 per participant. However, the price for 11-15 students is 5%. If the price for 16-20 participants is \$9.00 each then the discount for 11-15 students is 5%. If the price for 16-20 participants is \$9.00 each then the discount for 16-20 participants is 10%)

Maximum Number of Participants (if applicable):



RECORDS MANAGEMENT SERVICES (RMS) includes:

FILE ORGANIZATION AND FILE MAINTENANCE SERVICES

Description - This services includes on-site services but are not limited to, organize paper or electronic files in any work area and track them electronically, information and document indexing, scanning, labeling, bar coding, and filing.

Contractors may offer this SIN fo	r delivery on the following basis: Lo	ocally, Nationally and/or	Worldwide.	Contractors offerin	ig on a local
geographical basis must specify th	ie area in which services are being of	ffered for consideration.		4	
Geographic Service Location(s): N	ationally				*
STORAGE SERVICES:		<u> </u>			
<u>Description</u> - (Generally preparrecords throughout the life cycle	ation of files for media preparation 24 X 7 access and accountability.	for storage, archive, re	trieval and pi	ck-up services, m	anaging
	delivery on the following basis: Locall area in which services are being offere		dwide. Contra	ectors offering on a l	<u>ocal</u>
Geographic Service Location(s):	<u>Nationally</u>				
			· · · · · · · · · · · · · · · · · · ·		
51 505 DOCUMENT PRO	ODUCTION SERVICES O	NSITE/OFFSITE	(DPS)		
<u>Description</u> - This service inclu	des:				
	On-Demand Copying, High-q management, Document bind nic Storage				
Contractors may offer this SIN for ogeographical basis must specify the	delivery on the following basis: Locall area in which services are being offered	y, Nationally and/or Worled for consideration.	dwide. Contra	actors offering on a l	local
Geographic Service Location(s):			•		
(A) Labor Rates					
commercially. The total price for se	gories proposed and the rates for each. ervices will be established at the time t by the ordering agency, and shown on	he order is placed and wil	l be based on th	he prices awarded.	The estimated

51 506 DOCUMENT CONVERSION SERVICES (DCS)

<u>Description</u> - Document Conversion Services basically convert from an original paper document, data, or graphics into digital data, and transferred to a new media and format for use in a document imaging and storage system. This service may include:

- Back file and Day Forward Conversion, Data Entry, State-of-the Art Scanning,
- Indexing, Hyper link, Web Hosting, Media of Choice, Blowback, Classified and Non-classified documents

entractors may offer this SIN for delivery on the following basis: Locally, Nationally and/or Worldwide. Contractors offering on a local graphical basis must specify the area in which services are being offered for consideration.
Geographic Service Location(s):
DCS is the conversion of a document's text and graphic images into digital data, which is then converted, to a selected format and/or output media for use in a document imaging, distribution, and/or storage system.
51 507 DESTRUCTION SERVICES (DS)
<u>Description</u> – Destruction Services offer a full range of services:
- Shredding of classified and unclassified materials, Incineration of paper documents, maps, blueprints, catalogs, Disintegration of microfilm, microfiche, ID cards, VHS tapes, Support DOD Approved requirements
Contractors may offer this SIN for delivery on the following basis: Locally, Nationally and/or Worldwide. Contractors offering on a local geographical basis must specify the area in which services are being offered for consideration.
Geographic Service Location(s):
DS provides for destruction of a variety of media. It includes Shredding, Incineration, and Disintegration.
51 508 LITIGATION SUPPORT SERVICES (LSS)
<u>Description</u> - Litigation Support Services cover a full range of services:
 Document Preparation, Imaging and Coding, Digitized Documents, Database Management, Electronic and Multimedia Courtroom Presentation, Aid attorneys in high-volume copying, and present customized files, Specialize in presentation equipment and software used in courtroom arena
Contractors may offer this SIN for delivery on the following basis: Locally, Nationally and/or Worldwide. Contractors offering on a local geographical basis must specify the area in which services are being offered for consideration.
Geographic Service Location(s):
LSS include document preparation, database development, software and systems support. The items, in total comprise LSS, however may be bundled or unbundled by ordering agencies. The items therefore, may be priced as a unit consisting of all sub-items, combination of items, or as individual items. An offer does not have to be made on all sub-items to be eligible for award; however, unbundled items must be related to LSS in order to be considered for award.
51 509 NETWORK CONNECTIVITY SUPPORT SERVICES (NCSS)
<u>Description</u> -Network Connectivity Support Services is designed to manage and support customer's software applications, network operating systems as it relate to your digital equipment. With this solution, the customer has the ability to search, view, access, print and communicate right from your desktop.
Contractors may offer this SIN for delivery on the following basis: Locally, Nationally and/or Worldwide. Contractors offering on a local geographical basis must specify the area in which services are being offered for consideration.
Geographic Service Location(s):

PRICING FOR SERVICES

A Price Proposal is required for service SINs 51 501, 51 503, 51 504, 51 505, 51 506, 51 507, 51 508, 51 509. 733 1, 733 2, 733 3, 733 4, 733 5, and 733 6. See ADDENDUM TO CLAUSE 52.212-1 (INSTRUCTIONS TO OFFERROS – COMMERCIAL ITEMS) for instructions and guidelines on how to prepare the price proposal. Sample price tables are outlined below. These tables are merely suggestive.

		o special item numbers (SINs) 51 501, 51	504, 51 506, 51 5	508, and 51 509	Э.
Special Item Number	er(s) Offered:					
Geographic Service	Locations (s):					
Chart I - Labe	or Categories					
Labor Category	Government Discount	Commercial Rate Hourly/Daily	Government Rate Hourly/Daily			
If the offeror's comm	mercial practice is to	price these services on a unit	/quantity basis, use the	the following format:		
<u>De</u>	escription	Govern <u>Unit/Quantity</u>	ment Price	Comme <u>Unit/Quantity</u>	rcial <u>Price</u>	Government Discount %

Special Item Number	er(s) Offered:						
Geographic Service	Locations (s):						
Chart II Labor Labor Category	Government Discount	Commercio Hourly/Da		Governmen Hourly/Da			
		On/site	Off/site	On/site	Off/site		
	commercial practice is	to price thes	e services on a			Commercial	Governmen
<u>De</u>	scription	<u>Uni</u>	t/Quantity	Price	<u>Un</u>	it/Quantity Price	Discount %



OTHER DIRECT COSTS (pertain to Service SINs: 51 501, 51 503, 51 504, 51 505, 51 507, 51 508, 51 509, 733 1, 733 2, 733 3, 733 4, 733 5, and 733 6.

<u>Description</u> — This SIN include classes or categories of supplies and services, which are not included in the unit price of the product or Service SIN but are required to complete a given Purchase, Delivery or Task Order or where the specific requirements can be defined in the Purchase Delivery or Task Order.

	this SIN for delivery on st specify the area in wh			Worldwide. Contractors of	offering on a local
Geographic Service L	ocation(s):				
Chart IV (A) Other I	Direct Costs				
<u>Item</u>	Commercial Price	Unit of issue	Applicable Gov't	Government Price	
			<u>Discount</u>		
	 	<u> </u>	<u> </u>		



MAIL MANAGEMENT SERVICES

733 1: MAIL ROOM ADMINISTRATIVE SUPPORT SERVICES

<u>Description</u> – This Service includes:

- Accepts, and signs for certified mail, registered mail and overnight mail; distribution of mail using an Office Roster, processes outgoing mail, metering flats, letters, and packages

Contractors may offer this SIN for deligeographical basis must specify the are	very on the following basis: Loca a in which services are being offe	ally, Nationally and ered for consideration	d/or Worldwide. Con ion.	tractors offering or	a local
Geographic Service Location(s):					
❖ If the offeror's commercial practic	e is to price these services on an	hourly rate basis, u	ise the following form	at:	
<u>Labor/Task Category</u>	Govern Hourly Rate	nment <u>Daily Rate</u>	Comm <u>Hourly Rate</u>	ercial <u>Daily Rate</u>	Government Discount %
❖ If the offeror's commercial practic	e is to price these services on a u	nit/quantity basis, 1	use the following form	nat:	
	Governm		Comme		Government
<u>Description</u>	Unit/Quantity	<u>Price</u>	Unit/Quantity	Price	Discount %

733 2 MAIL PRESORT

•

<u>scription – This Service includes:</u>

- Mail presort and barcode services and clean-up below standard address format
- Mail pickup will include a signed receipt with pickup date, exact number of pieces for the customer

Geographic Service Location(s):				
Postage Rate Services	Prevailing USPS R100 First Class Postage Rate			
No automation-Presorted Metered		_		
Automation Basic Metered		_		
Automation 3 Digit Metered		_		
Geographic Area of Coverage (i.e., city, county, metro area, etc.)				
733 3 MISCELLANEOUS MAIL SE	RVICES			
 Description – This Service includes: Preparing/packaging mail, A Mail match, Wrapping, Sof 				J.S. P.S.
- Preparing/packaging mail, A	tware services, Metering the following basis: Locally, N	g and stamping in accordance ationally and/or Worldwide.	dance with the U	
 Preparing/packaging mail, A Mail match, Wrapping, Sof regulations Contractors may offer this SIN for delivery on geographical basis must specify the area in wh	tware services, Metering the following basis: Locally, N ich services are being offered fo	g and stamping in accordance ationally and/or Worldwide. Or consideration.	rdance with the U	
 Preparing/packaging mail, A Mail match, Wrapping, Sof regulations Contractors may offer this SIN for delivery on geographical basis must specify the area in wh Geographic Service Location(s): 	tware services, Metering the following basis: Locally, N ich services are being offered for s to price these services on ar Government	ationally and/or Worldwide. Or consideration.	rdance with the U Contractors offering or ollowing format:	
 Preparing/packaging mail, A Mail match, Wrapping, Sof regulations Contractors may offer this SIN for delivery on geographical basis must specify the area in wh Geographic Service Location(s): 	tware services, Metering the following basis: Locally, N ich services are being offered for s to price these services on ar Government	ationally and/or Worldwide. Or consideration. hourly rate basis, use the f	rdance with the U Contractors offering or ollowing format:	a a local Governmen

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Description	Government <u>Unit/Quantity</u>		Commercial /Quantity Price	Governme Discount
ont'd for SIN 733 3				
If the offeror's commercial practi	ce is to price these services on	a fixed price basis u	use the following format:	
•	Government	Commercial	Government	
Description	Price	<u>Price</u>	Discount %	
3 4 LIST MANAGEMENT SE	RVICES)			
escription - This Service includes:	,			
- Data Entry, Address labor	el printing, Lists manage	ment, List cleanu	p, And list coding	
ontractors may offer this SIN for delivery ographical basis must specify the area in	y on the following basis: Locally, which services are being offered	Nationally and/or Worfor consideration.	rldwide. Contractors offering of	on a local
eographic Service Location(s):				

SIN 733 5 MAIL ROOM ERGONOMIC ANALYSIS SERVICES

scription — This SIN include:

- Workflow analyses, Studying and improving mailroom processes, Productivity studies, Task analysis
- Time and motion studies, Determining optimal mailroom layout, Space planning, Process equipment assessments

Contractors may offer this SIN for delivery on the following basis: Locally, Nationally and/or Worldwide. Contractors offering on a local

geographical basis must specify the area in which services are being offered for consideration.
Geographic Service Location(s):
❖ The offeror is required to submit their Standard Commercial Pricing Format. The above pricing format is optional.
SIN 733 6 MAIL SCREENING AND INSPECTION SERVICES (Note: Limited to Mail Handling Equipment Only)
<u>Description</u> —This involves on site and/or site off site examination of all incoming mail, to detect any form of contamination (e.g., hazardous chemicals, anthrax or explosive). It includes Key Personnel, Specialized, Equipment, and Supervision to properly screen and inspect incoming mail.
Contractors may offer this SIN for delivery on the following basis: Locally, Nationally and/or Worldwide. Contractors offering on a local geographical basis must specify the area in which services are being offered for consideration.
eographic Service Location(s):
The offeror is required to submit their Standard Commercial Pricing Format. The above pricing format is optional.

Note: For the convenience of the customer, the contractor may bundle Rental, Leasing, LTOP, CPC, FRMF as a single plan, only if these lans have been awarded under contract. Also, maintenance and consumable supplies may be offered as a solution to the customer.

RENTAL PLAN FOR COPIERS (SPECIAL PROVISIONS) 51 55

Liability

While rental equipment is in the possession of the Government, the contractor shall assume all responsibility for loss or damage to the equipment, except for loss or damage caused by the negligence or willful act of the Government.

Delivery, Installation, and Removal

Rental equipment shall be delivered to the using activity, installed and removed by the contractor or the contractor's authorized representative at no cost to the Government. An installation charge may be incurred, if such charges are the offeror's commercial practice and are negotiated and accepted by the Government. No removal charges will be accepted.

Removal of rental equipment by the contractor or the contractor's authorized representative shall be completed within thirty (30) days after expiration of the rental agreement or within thirty (30) days after the date of the Government document that terminates the rental agreement. Equipment which has not been removed by the contractor or the contractor's authorized representative within these time frames may be disposed of in a manner the using activity deems appropriate. Recovery of the equipment (if possible) from the Government's disposal site will be at no cost to the Government. The contractor shall reimburse any costs incurred by the Government in disposal of the Government's property.

NOTE: The following provisions shall be addressed in the approved Government pricelist.

Repair and Maintenance Service

Offeror's shall submit and include in their pricelist's, a list of names, addresses, and phone numbers of authorized dealers responsible to the contractor who may be contacted by ordering activities for repair and maintenance of rental equipment. Only those dealers listed may render service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or delete dealers.

Response to Service Calls

tring normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the rental equipment within either nine (9) working hours or sixteen (16) working hours (as specified by the using activity) after the verbal or written request for the service call. The contractor' response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Backup and Replacement Equipment

The contractor shall have backup and replacement rental equipment available. When rental equipment cannot be repaired within sixteen (16) working hours, the ordering activity may require the contractor to provide backup rental equipment. The contractor shall deliver backup rental equipment within nine (9) working hours of the ordering activity's notifying the contractor that backup rental equipment is required. Backup rental equipment must equal or exceed the performance capabilities of the equipment being replaced. The contractor's charges for use of the backup rental equipment shall be identical to the charges for use of the original equipment being replaced. If the original equipment is not satisfactory repaired and returned to the ordering activity. If agreed to by the ordering activity, the backup rental equipment may be used as the replacement equipment. The contractor shall provide the ordering activity with the serial number, location, and model number of the replacement rental equipment.

Credit (Repair and Maintenance Response)

If repair service is not accomplished or within the specified time, the Government shall be entitled to credit against the monthly billing for that particular equipment. Credit will be unilaterally taken on the basis of 1/30th of the monthly rental rate for each day or portion of a day the equipment is not repaired or replaced.

Laintenance Responsibility

rental equipment shall be serviced and maintained by the contractor in a fully operational condition without expense to the Government, except for repairs, replacements, and maintenance necessitated by accident, misuse, or negligence of the Government. If repair or replacement is not accomplished within the established specified time frame, the Government shall be entitled to credit against the monthly billing for that particular equipment. Credit will be unilaterally taken on the basis of 1 30th of the monthly rate for each day or portion of a day, the equipment was not repaired or replaced. At any rate, the government is not in use, the contractor must replace provide a replacement with the equipment with identical capabilities. It is the intent to keep the replacement in replace for the duration of the contract term.

Monthly Effectiveness Level (MEL)

Each rental equipment furnished under the resulting contract shall perform at a 95% or higher Monthly Effectiveness Level. The Monthly Effectiveness Level percent = (total monthly production period in hours) minus (total number of rental equipment downtime hours over the monthly production period) divided by (total monthly production period in hours) times 100. The total monthly production period in hours shall be calculated by multiplying 8 hours per day times the number of working days in the month (weekend and Federal holidays excluded). The total number of equipment downtime hours over the monthly production period shall be calculated as the number of minutes the rental equipment was down (unable to perform one or more of its specified functions) during the monthly production period, divided by 60.

Credit (MEL)

Failure of any rental equipment to achieve a Monthly Effectiveness Level of 95% or higher shall entitle the Government to unilaterally take credit against the monthly billing for that particular equipment. The credit shall be calculated as the difference between 100 percent and the achieved MEL percent times the monthly rental charge. In any month in which the Monthly Effectiveness Level is less than 95%, the Government will not be responsible for paying any charge for lack of monthly volume. If the MEL is 95% or higher, no credit will be taken by the Government.

e.g. Credit calculation: If rental equipment was down for 1200 minutes in a month which had a total monthly production of 21 days and the monthly rental charge was \$300, the Government's unilateral credit against the monthly billing would be calculated as follows:



If the Monthly Effectiveness Level is less than 90 percent for the three consecutive months, the Government reserves that right to require the contractor to replace the equipment or – terminate the order with no termination or removal charges being assessed to the Government.



[Refer to Termination for Convenience Clause] [See FAR Clause 52.212-4]

Rental to Purchase Option Conversion

Rental charges, which have been paid, may be applied as partial payment towards the purchase of equipment. The purchase price shall be the contract price, or the rental to purchase conversation price, whichever is lower. The percentage of rental accruals to be applied towards the purchase price shall be in effect at the time of the initial rental agreement, or rental to purchase option conversion. Any accrue credits may apply against the purchase price.

All equipment purchased under rental purchase option conversion shall be new and unused, or remanufactured. Any equipment in rental status, which was not new and unused, or remanufactured at the beginning thereof, shall be replaced with new, unused, or remanufactured equipment. All equipment purchased by the Government under rental purchase option conversion shall be entitled to a warranty for a period of ninety (90) days from the date of conversion or the period of the accepted commercial warranty for purchase, whichever is greater. Such warranty shall be provided to the Government at no additional cost. If the Government opts to purchase the equipment after the 90-day warranty expires, if requested by the Government, the contractor shall provide maintenance service in accordance with SIN 51 57.

LEASE-TO-OWNERSHIP PLANS (LTOP) COPIERS - 51 58 51 58 LEASE-TO-OWNERSHIP PLAN FOR COPIERS

and upon final p	les Lease-to-Ownership Plans (LTOP) are intended for customers who want to lease copier equipment. At the end of the lease period payment of all charges due, the title and the leased equipment is immediately transferred from the contractor to the government lease rate does not include the cost of maintenance or consumable supplies. Maintenance service is available under SIN 51 57.
ESTIMATED F	REQUIREMENTS (5 YEARS) (b) (4)
SIN 51 58	DISCOUNT OFFERED
51 58a	OPERATING LEASE PLAN FOR COPIERS
monthly rate ov remains with the	les Operating Lease plan applicable to copiers only. An operating Lease plan allows Federal customers to lease the equipment for a ser a period of time, with NO intent to purchase the equipment at the end of the lease agreement period. Ownership of the asset to lessor. Consumable supplies are available for copier equipment under SIN 51 101 2. Consumable supplies and maintenance service is a separate and additional charge.
ESTIMATED F	REQUIREMENTS (5 YEARS) (b) (4)
SIN 51 58a	DISCOUNT OFFERED
51 58b	OPERATING LEASE PLAN - (ALL OTHER PRODUCTS)
network optical 58a. Operating uipment at the	les Operating Lease plan applicable to all other products (e.g., laboratory imaging systems, mail management system, cameras, and imaging systems) under this schedule with the exception of copiers. Operating Lease Plan for copiers are accepted under SIN 51 Lease plan allows Federal customers to lease the equipment for a monthly rate over a period of time, with NO intent to purchase the e end of the lease agreement period. Ownership of the asset remains with the lessor. Maintenance is not included under this SIN and be acquired under SIN 51 57. Consumable supplies are not included under this SIN.
List the types o	f products leased under this schedule
ESTIMATED R	REQUIREMENTS (5 YEARS) (b) (4)
SIN 51 58b	DISCOUNT OFFERED

LEASING OF GENERAL PURPOSE COMMERCIAL EQUIPMENT

SINs: 51 58 – Lease-to-Ownership Plan (LTOP) - Copiers 51 58a – Operating Lease Plan – Copiers Only 51 58b Operating Lease Plan (All Other Products under FSC 36)

1. STATEMENT OF GOVERNMENT INTENT

For the purpose of this solicitation, Lease Term is defined as the duration of the lease in months (not to exceed 60 months) as shown on the Ordering Agency's initial delivery order. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government anticipates fulfilling the leasing agreement subject to the availability of appropriated funds and the continued needs of the Ordering Agency. The Ordering Agency, upon issuance of any delivery order pursuant to Special Item Numbers (SIN's) 51 58, 51 58a or 51 58b, intends to use the equipment for the lease term specified in the initial delivery order so long as the needs of the Ordering Agency for the equipment or functionally similar equipment continues to exist and adequate funds are appropriated. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required in other sections of SIN's 51 58, 51 58a or 51 58b. The lease commencement is the date of acceptance as defined by FAR 12.4.

The first period or initial term of the leasing agreement will be through September 30th of the fiscal year in which the order is placed, or as extended by act of Congress, unless the ordering office has multi-year funding.

Ordering Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and to review the lease terms and conditions prior to ordering and obligating funding for a lease. Ordering Agencies are responsible for the obligation of the funding consistent with fiscal law when entering into any lease arrangement.

2. ORDERING PROCEDURES

- (1) Ordering Agencies are strongly encouraged to conduct a needs assessment prior to the procurement of copiers.
- (2) When the Ordering Agency expresses an interest in leasing a product(s), the Ordering Agency will provide the following information to the prospective vendor:
 - (i) Which product(s) is (are) required.
 - (ii) The required delivery date.
 - (iii) The proposed term of the lease.
 - (iv) Where the equipment will be located.
 - (v) Description of the intended use of the equipment.
- (3) The contractor will respond with:
 - (i) Whether the contractor can provide the required equipment.
 - (ii) The monthly payment based on the rate and the initial and residual values of the equipment.
 - (iii) The estimated cost, if any, of applicable State or local taxes.
 - (iv) A confirmation of the availability of the equipment on the required delivery date.
 - (v) Extent of warranty coverage, if any, of the leased products.
 - (vi) Cite the cost of any mandatory maintenance is applicable.

3. ORDERS AND PERIOD OF LEASING ARRANGEMENTS

- a. Lease Options: At a minimum, Ordering Agencies placing orders for equipment under a leasing arrangement must specify on the delivery order the applicable leasing SIN under which the equipment is being leased.
 - 51 58 Lease to Ownership Plan (LTOP) (Lease/Purchase)(Copier)
 - 51 58A Lease with Option to Own (Operating Lease) (Copier)
 - 51 58B Lease with Option to Own (Operating Lease) (All Other Products under the 36 Schedule)
- b. Funding. When using annually appropriated funds when placing an order for leasing, the following applies:
 - Any lease executed by the Ordering Agency shall be on the basis that the known requirements exceed the remainder of the fiscal year. Due to funding constraints, however, the Ordering Agency cannot normally commit to a term longer than one fiscal year at the commencement of the lease. To facilitate the exercise of renewal options for future fiscal years, the lease term will be specified in the delivery order. All orders for leasing shall remain in effect through the Government fiscal year (or as extended by Act of Congress), or the planned expiration date of the lease, whichever is earlier, unless the Ordering Agency exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Despite the fact that the delivery order will specify the total lease term, orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Ordering Agency to a renewal.





All orders for leasing automatically terminate at the end of the Government fiscal year (or as extended by Act of Congress) or the contract term, whichever is earlier. However, Ordering Agencies should notify the contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Ordering Agencies are instructed to follow the guidelines set forth in Paragraph 14 of this section with regard to termination of lease terms for non-appropriation or agency decisions not to renew. Should Ordering Agencies decide to terminate the lease prior to the expiration of the lease term under any other condition other than those set forth in Paragraph 14. Early termination charges shall apply. See Section 13, Early Termination.

c. Multi-Year Funding Within contract Period: Where an Ordering Agency specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the Ordering Agency may place a schedule contract order for leasing for a period up to the expiration of its period of appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.

- d. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.
- e. Assignment of Claims: In accordance with GSAR 552.232-23 Assignment of Claims under this contract, the Ordering Agency Contracting Officer may approve the assignment of claim for an order under these leasing Special Item Numbers (SINs) in accordance with FAR 32.803. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.
- f. Government Rights under Lease: The Government does NOT waive any performance requirements, warranty rights nor other contract or statutory rights, such as the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contract provisions.

4. MAINTENANCE AND INSTALLATION

- a. Maintenance and installation, when applicable, are not included in the lease payments. The Ordering Agency will obtain installation and/or maintenance from the contractor or a designated authorized service provider.
- b. When installation and/or maintenance is to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect

MONTHLY PAYMENTS

- a. Prior to the placement of an order under this SIN, the Ordering Agency and the contractor must agree on a "base value" for the products to be leased. The base value will be the contract purchase price (less any discounts). For operating leases the residual value is independent of the purchase option price. The residual value will be used in the calculation of the original lease payment.
- b. To determine the initial lease term payment, the contractor agrees to apply the negotiated lease factor to the agreed upon base value:

Examples:

Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

or

The Contractor's most favored finance rate factor as agreed to during contract negotiations.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. The purchase option price will be based upon the unamortized principle of the product. The payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership. In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment.

6. EXPIRATION OF LEASE TERM:

- a. Upon the expiration of the Lease Term, the Ordering Agency will:
- (i) Upon 30 day written notice, return the Equipment to the Contractor or -
- (ii) Purchase the equipment at the fair market value of the equipment or;
- (iii) Obtain requirements in accordance with FAR 8.4 (Ordering Procedures) by issuing a new request for quote.

Note: Customers are advised to see paragraph 15-18 for additional lease expiration provisions.

7. ADDITIONS

the purpose of this solicitation the definition of an addition is defined as follows:

Additions: The addition of accessories features or other enhancements available for lease under this contract to an existing model (base unit) already installed. Additions shall not change the functionality of the installed equipment.

a. The ordering agency may require the contractor to modify existing leased equipment through order modifications, provided the modifications are customarily offered by the contractor for the equipment leased. The price of the modification will be mutually agreed upon by the ordering agency and the contractor. The ordering agency may pay for the modification at full price upon acceptance, or the modification price may be leased coterminous with the initial lease term. The contract lease interest rate in effect at the time of order of the modification will be used to calculate the monthly payment applicable to the modification. For Operating leases a residual value should be negotiated for the modification.

For example:

Lease to ownership

Price of the modification - \$1 000

Months remaining on the equipment lease - 19

Current contract lease factor at the time of the modification - 045 for 24 month lease, the term closest to remainder of lease.

Interest equivalent (i) for lease factor is 0.625% per month [rate(N,-pmt,Price)/rate(24,-0.045,1)]

Modification Payment \$55.98

[PMT(i,N,P)/PMT(.625%,19,1000)]

- b. The Ordering Agency may affix or install any accessory, addition, equipment or device on the equipment ("additions") provided that such additions:
 - (1) can be removed without causing material damage to the equipment;
 - (2) do not reduce the value of the equipment; and
 - (3) are obtained from or approved by the contractor, and are not subject to the interest of any third party other than the contractor.
- c. Any other additions may not be installed without the contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:
 - (1) were not leased from the contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.
- d. Any additions, which are not removable, will become the contractor's property (lien free).
- e. Payment may be modified based on the schedule price adjusted to reflect the actual period until the end of the lease term.
- f. Should the Ordering Agency elect to replace equipment under the lease a new FAR 8.4 competition is required. This does not preclude substitution for failure to perform. Ordering Agencies are advised that when making the decision to conduct a new competition, consideration must be given to the early termination of existing equipment and/or the financial considerations involved with the rollover of existing equipment should the current contractor prevail. Ordering Agencies are strongly advised to perform a cost benefit analysis in accordance with their agency procedures and policies with regard to rollovers.

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. WARRANTY

In accordance with Clause 552.246-73 under this contract, the contractor's warranty, as stated in the contractor's GSA Authorized Price List is applicable to the lease.

10. EQUIPMENT PERFORMANCE

- a. The equipment supplied must be in operational or repairable condition throughout the term of the lease.
- (1) Operational condition means the equipment is producing clear and clean copies, all mechanical accessories are operating as intended and in all respects the equipment is performing up to the standards in the manufacturer's specifications.
- (2) Repairable condition means that the equipment can be repaired by a qualified technician within the terms of the maintenance agreement.

 Additionally, all required replacement parts are available and the equipment down time does not exceed that specified in the maintenance agreement.

After a thirty (30) day notice and cure period, if the equipment continues to fail to be operational or repairable as defined above, the Ordering Agency may take those remedies available to it under either the contractor warranty provisions or default clause set forth in FAR 52.212-4(m). Such recourse will not be the basis for increasing the monthly payment or extending the term of the lease.



Maintenance and Support:

ventive Maintenance: The contractor shall provide preventive maintenance at least equal to the commercial practice. Intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same model of copier.

Response to Service Calls: At minimum, during normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the copier within either nine (9) working hours or sixteen (16) working hours (as specified by the User Activity) after the verbal or written request for the service call. However, for copiers identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the copier within four (4) working hours. Copiers designated critical will be identified by the ordering activity in the order and shall not exceed 5% of the total number of copiers on the order. The contractor's response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Contractors are required to submit a contingency plan to maintain full and proper operation of copiers and to avoid extended delays for repair or replacement of copiers.

Repair and Maintenance Service: Offerors shall submit and include in their pricelist's, a list of Names, addresses, and phone number(s) of authorized representatives, responsible to the contractor, who may be contacted by ordering activities for repair and maintenance of equipment. Only those authorized representatives listed may render maintenance service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or terminate authorized representatives.

11. TITLE

During the Lease Term, the equipment shall always remain the property of the contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the contractor.

12. State and Local Taxes (52-229-1):

Notwithstanding the terms of the Federal, State, and Local Taxes Clause the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption.

FAR clauses 52.229-1 State and Local Taxes; 52.229-3 Federal, State, and Local Taxes, which are incorporated by, reference.

13. EARLY TERMINATION CHARGES

Equipment leased under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (I) Termination for the Government's Convenience.

The Termination Ceiling is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than those set forth in section 14, Termination for non-appropriation. Termination ceiling charges will apply for each year of the lease term (See FAR 17.1). The Ordering Agency and contractor shall establish a termination ceiling amount. The Contracting Officer shall insert the agreed upon amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No cancellation cost will be associated with the expiration of the lease term.

Formula 1: FOR Lease To Own (LTOP) SIN 51-58

Termination Fee = pmt(i,n,P) *n - sum of PMT - FMV

"P" = Schedule Price of equipment at time of order, inclusive of Ordering Agency negotiated price reductions should be considered.

"PMT" = Actual Monthly Payment paid on order to termination

"i" = Monthly Interest Rate applicable to the order

"n" = number of months from order to termination

"pmt" = Monthly payment corrected to actual lease term"

"FMV" = Fair Market Value of equipment if returned at termination. Unit price adjustments, residual or FMV values used to calculate operating leases, should not be considered

Formula 2: For Operating leases SIN 51 58a and 51 58b

mination Fee = PV(i, n, -PMT)

"PV"= Present Value

"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order

"n"= Number of months remaining from termination date to the end of the lease term

"PMT" = Current monthly payment amount of the original payments through end of the lease

4. TERMINATION FOR NON-APPROPRIATION

Ordering Agency reasonably believes that the bona fide need will exist for the entire lease term and corresponding funds in an amount sufficient to make all payment for the lease term will be available to the Ordering Agency. Therefore, it is unlikely that leases entered into under the SINs 51 58/Lease to Own (Copiers), 51 58a/Operating Lease (Copier), and 51 58b/all other equipment will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. The determination of the availability of funds is made solely by the Government.

15. LEASE EXPIRATIONS

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4, FSS Ordering Procedures.

16. LEASE EXPIRATIONS - SIN 51 58/LEASE TO OWN

Title to equipment installed under SIN 51 58 automatically transfers to the Government upon conclusion of the Lease Term Agreement.

17. LEASE EXPIRATIONS – SIN 51 58A/OPERATING LEASE AND 51 58B/ALL OTHER EQUIPMENT

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4 covering Ordering Procedures.

Unless notified by the Ordering Agency that the Government intends to exercise its option to purchase the equipment, the equipment, upon the expiration of the lease term, will be removed by the contractor at the earliest practicable time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

In the event the Ordering Agency desires, at any time, to acquire title to equipment leased hereunder, the price will be mutually agreed upon by the parties.

18. RETURN OF EQUIPMENT

e Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of dipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.



51 100c Cost-per-Copy Plan For Copiers (to include Analog, Digital, Multifunctional & Engineer Copiers)

This SIN includes the cost-per-copy plan. The customer pays a fixed monthly fee based on the customer's guaranteed minimum number of copies per month and for copies over the guaranteed minimum, the customer pays an additional fee for each copy made. Consumable supplies (except copying paper and transparency film), and full-service maintenance including repair parts are covered under the plan.

ESTIMATED RE	QUIREMENTS (5	YEARS) - (b) (4)			
SIN 51 100c		Discour	nt Offered	AL III AMA MAYON	
Offerors shall indi	icate below the mak ded. If additional sp	te and model(s) of the pace is needed, pleas	e copier for each volse use a separate pag	lume band and tier. e per Volume Band.	No limit is placed on the number of models entered
Volume Band I					
Copier Model(s)	Tier 1 1-24	Tier 2 25-99	Tier 3 199-199	Tier 4 200-299	Tier 5 300-500
Volume Band II					
Copier Model(s)	Tier 1 1-24	Tier 2 25-99	Tier 3 199-199	Tier 4 200-299	Tier 5 300-500
Volume Band III					
Copier Model(s)	Tier 1 1-24	Tier 2 25-99	Tier 3 199-199	Tier 4 200-299	Tier 5 300-500
Volume Band I V					
Copier Model(s)	Tier 1 1-24	Tier 2 25-99	Tier 3 199-199	Tier 4 200-299	Tier 5 300-500
Volume Band V					
Copier Model(s)	Tier 1 1-24	Tier 2 25-99	Tier 3 199-199	Tier 4 200-299	Tier 5 300-500

opier Tier 1 Tier 2 Tier 3 Tier 4 Tier 5 300-500 del(s) 1-24 <u>25-99</u> <u>199-199</u> 200-299 Volume Band VII Copier Model(s) Tier 5 Tier 1 Tier 2 Tier 3 Tier 4 1-24 25-99 <u>199-199</u> 200-299 <u>300-500</u>

100f Flat Rate Monthly Fee Coping Plan For Copiers

This SIN includes the flat-rate monthly-fee plan. The customer pays a flat-rate monthly fee for copier, regardless of the number of copies made each month (i.e., monthly volume level). The contractor provides the customer copier equipment, accessories, attachments, copy-control devices/systems, all consumable supplies (except copying paper and transparency films), and full maintenance services including repair parts.

ESTIMATED	REQUIREMENT	S (5 YEARS) (b) (4					
SIN 51 100f	DISCOUNT	OFFERED		-			
and tier. No li	Offerors shall indicate below the <u>make and model(s)</u> of copier(s), accessories, attachments and copy control device(s) offered for each volume band not tier. No limit is placed on the number of models, which may be entered in the space provided. Please provide the following format for each volume band and accessory offered. Please use a separate page per volume band.						
Volume Band	I						
Copier Model(s)	Tier 1 1-24	Tier 2 25-99	Tier 3 199-199	Tier 4 200-299	Tier 5 300-500		
Volume Band	II						
Copier odel(s)	Tier 1 1-24	Tier 2 25-99	Tier 3 199-199	Tier 4 200-299	Tier 5 300-500		
Volume Band	111						
Copier Model(s)	Tier 1 <u>1-24</u>	Tier 2 25-99	Tier 3 199-199	Tier 4 200-299	Tier 5 300-500		
Volume Band	ıv						
Copier Model(s)	Tier 1 <u>1-24</u>	Tier 2 25-99	Tier 3 199-199	Tier 4 200-299	Tier 5 300-500		

lume Band V pier Tier 1 Tier 2 Tier 3 Tier 4 Tier 5 Model(s) 1-24 25-99 199-199 200-299 300-500 Volume Band VI Copier Tier 1 Tier 2 Tier 3 Tier 4 Tier 5 Model(s) 1-24 25-99 200-299 300-500 <u> 199-199</u> Volume Band VII Copier Tier 1 Tier 2 Tier 3 Tier 4 Tier 5 Model(s) 1-24 25-99 199-199 200-299 300-500

GENERAL REQUIREMENTS FOR COPIER EQUIPMENT

- 1. MAINTENANCE COVERAGE. The contractor shall not sell, rent, or lease any equipment to any activity for which the contractor cannot meet the provision of repair and maintenance services.
- 2. **SECURITY** will be handled at the task order level.
- 3. **EQUIPMENT LOCATION**. To facilitate prompt servicing of equipment, ordering activities must specify the type of equipment and whether equipment is for purchase, lease/rent or maintenance service, location of the equipment, and will advise the contractor of any subsequent change of equipment location.
- 4. PURCHASE ORDER/BILLING. The contractor shall bill the ordering agency as agreed upon.
- 5. TERMINATION -

[Refer to Termination for Convenience Clause] [See FAR Clause 52.212-4]

- 6. **SAFETY PRECAUTIONS**. The contractor shall identify to the ordering activity in writing (e.g., via instruction sheet, operators manual, maintenance manual) those safety precautions and hazardous materials as it relates to the purchase product made against this schedule.
- 8. **OPERATOR'S TRAINING** Unless waived in the purchase order, the contractor shall provide operator training and operator manual for key operators as identified by the Government's authorized representative at the time of or prior to installation f the initial equipment. On an "as needed" basis within 3-5 working days of such request by the Government, additional training may be required to maintain qualified key operators when personnel are relocated or retire etc. It is estimated that one key operator per equipment per year will require training (e.g., for equipment that is in place for 4 years, it is estimated that 4 key operators will require training for that equipment).
- **EQUIPMENT DEMONSTRATION**. Unless waived in the purchase order, the contractor shall demonstrate that the equipment is properly nctioning at the time of installation. This demonstration shall be accomplished pursuant to the operating instructions furnished with the equipment and in the presence of the Government's authorized representative.
- 11. **EQUIPMENT ACCEPTANCE**. Upon determination that the equipment is acceptable, the Government's authorized representative, having responsibility for accepting the equipment under the purchase order, will sign the equipment acceptance document.

12. COPIER PAPER. Copier equipment shall be fully capable of operating satisfactorily and producing acceptable copies

REMANUFACTURED EQUIPMENT. Remanufactured equipment is equipment which has been subjected to certain processes including, but limited to, the following: disassembly, cleaning, refinishing to the appearance of new equipment, replacement of all worn or defective components, and inspected and tested to new machine standards. No components other than those newly manufactured will be used as replacements, except in applications that does not affect machine performance.

14. SPECIAL REQUIREMENTS

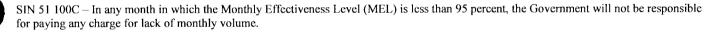
GUARANTEED MINIMUM MONTHLY VOLUMES FOR EACH VOLUME BAND (OCT 1999)

(a) SIN 51 100C – For Cost-Per-Copy, the Guaranteed Monthly Minimum Volume (i.e., guaranteed number of copies per month) for each copying machine volume band are as follows:

VOLUME BAND GUARANTEED MONTHLY MINIMUM VOLUME

Volume Band 1	750 copies per month
Volume Band 2	5,001 copies per month
Volume Band 3	15,001 copies per month
Volume Band 4	30,001 copies per month
Volume Band 5	50,001 copies per month
Volume Band 6	80,001 copies per month
Volume Band 7	100,001 copies per month

- (b) SIN 51 100C Excluding the copying machines described in (c) and (d) below, if the actual monthly volume (i.e., actual total number of copies) is less than the "Guaranteed Monthly Minimum Volume" the Government agrees for the number of copies identified under the "Guaranteed Monthly Minimum Volume" at the order cost-per-copy price.
- (c) SIN 51 100C The "Guaranteed Monthly Minimum Volume" is not applicable to copier machines installed less than the total billing month. The actual copies from these machines will be paid at the order cost-per-copy price.



(d) SIN 51 100F - Neither guaranteed or copy charges are applicable.

OFFEROR'S PRICING - COST-PER-COPY (CPC) (SIN 51-100c) & FLAT-RATE MONTHY-FEE (FRMF) (SIN 51-100f)

Pricing for each volume band and tier for copiers will include:

- Consumables (except paper and transparencies);
- Full maintenance and repair services (including both preventive and emergency repairs during normal working hours); and
- Training for key operators, at the time of machine installation, as well as later as required by an ordering activity to maintain availability of trained key operators.

Offer pricing should be based on order quantities from 1 to 500 copiers located in a single urban area. For pricing purposes, the number of copiers shall be grouped into the following tiers:

Tier 1: 1 - 24 copiers

Tier 2: 25 - 99 copiers

Tier 3: 100 - 199 copiers

Tier 4: 200 - 299 copiers

Tier 5: 300 - 500 copiers

If this additional copier quantity increases the aggregate number of ordered copiers such that the quantity falls into a higher tier, the lower prices available in the higher tier will apply to the aggregate (total) number of ordered copiers. The lower prices for the aggregate number of copiers will mmence upon Government acceptance of that copier which causes the aggregate number of ordered copiers to fall into a higher tier. The term of accement for the additional copiers will have the same agreement end date as that of the initial copiers.

NOTE TO OFFERORS: Your attention is called to the fact that the requirements for each volume band of copier includes both a requirement for a minimum number of copies per minute and a requirement for a monthly volume production capability. There is no direct relationship, either stated or implied, between these two requirements. The fact that any copier model meets the copies-per-minute requirement for a particular VB does not, in any way, imply that it automatically qualifies to meet the monthly volume requirement. **The offeror's certification relative to monthly volume**

capability is to be based solely upon the offeror's engineering knowledge and in-service experience with the copier model being offered for a serticular VB. Offerors are cautioned that compliance with the words "Capable of producing" in the monthly volume requirement for each VB ines a machine that will regularly produce, as a minimum, the upper limit of the stated number of copies per month without excessive alfunctions, breakdowns, or service calls. A high incidence of such problems with any copier model supplied may indicate probable noncompliance with the monthly volume requirement and may result in (1) requests for replacement of all units of this model with other models that can produce the required volumes of copies in a more reliable manner, (2) a decision not to renew the contract, or (3) termination for default proceedings.

CONSUMABLE SUPPLIES (CPC & FRMF)

All consumable supplies (with the exception of paper and transparencies) required for copier operations shall be included in the resulting price. This includes consumables (e.g., staples needed to operate stapling devices) whether optional or standard with the copiers covered under the contract. The Government will not be responsible for providing any consumable supplies (with the exception of paper and transparencies) and for moving, storing, inventorying, or issuing the contractor's consumable supplies. Paper and transparencies for use in the copiers will be purchased by the Government and made available at the using activity's location(s). On or about the same day of each month, the contractor shall ensure that each copier is furnished with sufficient consumable supplies (excluding paper and transparencies) to produce a volume of copies equal to that stated as the lower limit of the Volume Band for that particular copier. In addition, the contractor shall respond to verbal orders for additional consumable supplies under the following conditions: Orders for additional consumable supplies shall be accepted only from persons identified on the user activity's list of personnel authorized to order supplies. Orders will state the quantity and type of consumable supplies required and the location and serial number of the copier for which the additional consumable supplies are being ordered. The contractor shall deliver additional consumable supplies within a period of twenty-four hours after receipt of a verbal order. Consumable supplies from the contractor shall be delivered during normal business hours, Monday through Friday (excluding holidays observed by the Government), as specified by the using activity. The contractor shall identify a point of contact for consumable supplies (e.g., for order, receipt, coordination, delivery, and maintenance of supplies).

PARTS AND SUPPLES AVAILABILITY (CPC & FRMF): The contractor shall have parts and supplies in quantities sufficient to service the resulting contract. The contractor shall have a delivery system capable of delivery even under extreme emergency conditions.

MAINTENANCE AND SUPPORT (CPC & FRMF)

Preventive Maintenance: The contractor shall provide, at a minimum, one yearly service call as a preventive maintenance service to ensure that the each copier furnished under the resulting contract is maintained in fully operational condition. However, intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same model of copier.

by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the copier within either nine (9) working hours or sixteen (16) working hours (as specified by the using activity) after the verbal or written request for the service call. However, for copiers identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the copier within four (4) working hours. Copiers designated critical will be identified by the ordering activity in the order and shall not exceed 5% of the total number of copiers on the order. The contractor's response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Backup and Replacement Copiers: The contractor shall have backup and replacement copiers available to support each Volume Band. Backup copiers are those copiers that are temporarily installed. Replacement copiers are those copiers that are installed in place of a malfunctioning copier and that are intended to remain in place for the remainder of the contract period. When a copier cannot be repaired within sixteen (16) working hours, the ordering activity may require the contractor to provide a backup copier. The contractor shall deliver backup copiers within eight (8) working hours of the ordering activity's notifying the contractor that a backup copier is required. Backup copiers must equal or exceed the capabilities of the copier being replaced. The contractor's charges for use of the backup copier shall be identical to the charges for use of the original copier being replaced. If the original copier is not satisfactory repaired and returned to the ordering activity within a total of forty (40) working hours from the time of request for a service call, the contractor shall provide a replacement copier of the same make and model as the original copier or a replacement copier satisfactory to the ordering activity. If agreed to by the ordering activity, the backup copier may be used as the replacement copier. The contractor shall provide the ordering activity with the serial number, location, and model number of the replacement copier.

Qualification of Personnel (CPC & FRMF): The contractor shall have qualified management, service technicians and delivery personnel in sufficient numbers to service and support the requirements under contract within the specified response times. Failure to maintain sufficient qualified personnel to meet the required response times may result in termination for default. The offeror shall designate and identify a program/project manager who is authorized to make decisions to ensure that the contract implementation and day-to-day operation is efficient and effective. At the time of submission of the offer, the offeror shall submit descriptions of the pertinent experience of those employees that will have principal responsibility for the Cost-per-Copy and Flat rate Monthly Fee Programs (e.g., program/project manager; key customer service representatives, dispatchers, service technicians).

epair and Maintenance Service: Offerors shall submit and include in their pricelist's, a list of Names, addresses, and phone number(s) of thorized representatives, responsible to the contractor, who may be contacted by ordering activities for repair and maintenance of equipment. Only mose authorized representatives listed may render maintenance service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or terminate authorized representatives.

COPIER OPERATIONAL EFFECTIVENESS (CPC & FRMF)

Initial Installation: If a copier is not fully operational at the time of installation, the Government may, at its option, require the contractor to provide immediate replacement copier. A fully operational copier can satisfactorily perform all the performance functions applicable to the copier.

eplacement Copier: Replacement copiers are those copiers that are installed in place of a malfunctioning copier and that are intended to remain in place for the remainder of the contract period.

Monthly Effectiveness Level: Each copier furnished under the resulting contract shall perform at a 95 percent or higher Monthly Effectiveness Level (MEL). The Monthly Effectiveness Level percentage shall be calculated as follows: Monthly Effectiveness Level percent = ((total monthly production period in hours) minus (total number of copier downtime hours over the monthly production period) divided by (total monthly production period in hours)) times 100. The total monthly production period in hours shall be calculated by multiplying 8 hours per day times the number of working days in the month (weekend and Federal holidays excluded). The total number of copier downtime hours over the monthly production period shall be calculated as the number of minutes the copier was down (unable to perform one or more of its specified functions) during the monthly production period, divided by 60.

Credit (MEL): Failure of any copier to achieve a Monthly Effectiveness Level of 95 percent or higher shall entitle the Government to unilaterally take credit against the monthly billing for that particular copier. The credit shall be calculated as the difference between 100 percent and the achieved MEL percent times the maximum monthly charge. For copiers under a cost-per-copy plan, the maximum monthly charge will be calculated based on the lower number of copies specified under the Volume Band applicable to the copier. For copiers under a flat-rate monthly-fee plan, the maximum monthly charge will be the flat-rate monthly charge. In any month in which the Monthly Effectiveness Level is less than 95 percent, the Government will not be responsible for paying any charge for lack of monthly volume. If the MEL is 95 percent or higher, the Government will take no credit. e.g., Credit calculation: If the copier was down for 1200 minutes in a month which had a total monthly production period of 21 days and the monthly cost-per-copy charge was .005 cents per copy for a Volume Band III (30,000 copies per month) copier, the Government's unilateral credit against the monthly billing would be calculated as follows:



a copier operates at less than a 90 percent Monthly Effectiveness Level for any month, the ordering activity shall have the option to require the ontractor to replace the copier with a new replacement copier and the Government's right to unilaterally take credit against the monthly billing.

In lieu of requiring a replacement of the copier, the ordering activity (e.g., Program Manager) may require the contractor's authorized representative to certify (e.g., on the repair record) that sufficient maintenance has been performed to ensure a 95 percent or higher Monthly Effectiveness Level. If the ordering activity exercises this option, the Government shall still retain the right to unilaterally take credit against the monthly billing. If after certification, the copier operates at less than 95 percent Monthly Effectiveness Level for the following month, the contractor shall replace the copier with a brand new copier or the Government may opt to terminate the contract for default.

REMANUFACTURED EQUIPMENT: Remanufactured equipment is defined as equipment which has been remanufactured/rebuilt to new machine specifications, and which has not been used at any time prior to delivery after the remanufacturing/rebuilding process. Remanufacturing/rebuilding as defined herein shall include, but not limited to: cleaning, refinishing, inspection, and testing components. Remanufactured/rebuilt components will be utilized as replacements only in applications that do not affect machine performance. Warranty, maintenance, and service terms for remanufacture/rebuilt machines shall be identical to those provided for are machines.

Maintenance Service Agreement For Copiers

his includes a maintenance service agreement consists of preventative and repair (remedial) services. Preventative consists of those scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., cleaning, lubricating, adjusting, and replacing parts when needed). Repair (remedial) services consist of those unscheduled service calls necessary for repairs not caused by fire, water, accident, and fluctuations in electrical power or customer abuse. The Maintenance Service Agreement and Repair Service include the cost of labor, transportation, replacement/spare parts, (excluding consumable operating supplies). The greater the distance from the maintenance facility to the user's facility the higher the monthly fees. In the event the Government's equipment requires initial repair or overhaul prior to acceptance by the contractor for coverage under a maintenance service agreement, the charges for such repairs, including replacement parts and labor, and for a complete rebuilding or overhauling of Government's equipment are usually not included in the preventative service agreement.

or overhauling	ng of Government's equipment are usually not included in the preventative service	agreement.
ESTIMATED	D REQUIREMENTS (5 YEARS) (b) (4)	
SIN 51 57	DISCOUNT OFFERED	
51 208	Maintenance Service Agreement For all Other Equip	oment
necessary to m Repair (remedi power or the co operating supp under a mainten initial maintena	maintain the equipment in first-class operating condition (e.g., cleaning, lubricatine edial) service consist of those unscheduled service calls necessary for repairs not calcustomer. The maintenance service agreement includes the cost of labor, replaced pplies). In the event the Government's equipment requires initial repair or overhauntenance service agreement, the charges for such repairs, including replacement parenance service agreement. In addition, charges for labor and replacement parts for 's equipment are usually not included in the maintenance service agreement.	ig, adjusting, and replacing parts when needed). aused by fire, water, accident, fluctuations in electrical ment parts, and supplies (excluding expendable I prior to acceptance by the contractor for coverage rts and labor, will usually not be covered under the
ESTIMATED	D REQUIREMENTS (5 YEARS) - (b) (4)	
SIN 51 208	DISCOUNT OFFERED	
	SPECIAL PROVISIONS FOR SERVICE MAINTE SINs: 51 57 & 51 208	NANCE AGREEMENT
covers schedule replace parts we and repair main outlined nother specified needs	Service Agreement includes an annual preventative maintenance on Government- uled service calls necessary to maintain the equipment in first-class operating cond when needed) that are designed to reduce equipment failure and extend useful life aintenance agreement may be different and offered in accordance with the agreeme e agreement based on their requirements. The price outlined in the maintenance age eds. IN THE PRICELIST, offerors must identify prices for all services and a list of ealers responsible for maintenance.	dition (e.g., inspect, test, clean; lubricate, adjust and be. For equipment other than copiers, the preventative ent between the agency and the contractor will be greement will be established based on the agency's
Maintenance S	e Services offered for 51 208 shall be in accordance with commercial practices	<u>S.</u>
General Requ	quirements	
	HIC SERVICE AREA: Offeror must be competent to service equipment within treas. Offeror shall list below equipment offered and the geographic areas covered to the second of the second o	
Equipment (M	(Make/Model)	Geographic Area

ervice

rvices must be rendered within nine (9) working hours after a written or oral notification. Pick up services for equipment under maintenance, must be made within 3 working days after notification is received. In the event, that the location of the equipment has been changed, the ordering office will advise the contractor immediately.

Agency Installation

Prior to acceptance of any equipment for maintenance, an inspection visit will be performed at no additional charge to the Government. The government will make arrangements for the contractor to perform a pre-inspection visit in order to ascertain if obvious abuse or damage exists. All equipment and maintenance inspection visits will be required through the end of the agreement. FAILURE TO PERFORM INSPECTION SERVICE AS STIPULATED IN THE CONTRACT (UNLESS UNLIMITED REPAIRS CALLS ARE ALLOWED) WILL RESULT IN A DEDUCTION OF 1/12 OF THE YEARLY RATE FOR EACH MONTH OF SUCH DELAY. FURTHER FAILURE TO TENDER EMERGENCY SERVICE WITHIN NINE (9) WORKING HOURS (MAXIMUM) AFTER WRITTEN OR ORAL NOTIFICATION, UNLESS OTHERWISE STATED, WILL BE SUBJECT TO A DEDUCTION OF 1/30 OF THE MONTHLY RATE FOR EACH DAY THE EQUIPMENT IS INOPERATIVE. The performance period shall begin within one week of the installation date (unless, delayed in accordance with provision entitled a delay of start of performance period and shall end when the equipment has met the standards of performance for period of thirty (30) consecutive days by operating in conformance with the contractors technical specifications and functional descriptions at an effectiveness level of 90% to 95% or more. THE CONTRACTOR SHALL GRANT A CREDIT TO THE GOVERNMENT FOR ANY MACHINE THAT FAILS TO PERFORM AT AN EFFECTIVE LEVEL OF 90% DURING ANY MONTH. Any non-conformance must be corrected within 30 days of notification by the agency.

If the performance is not corrected within 60 days of written notice, the Government may terminate the agreement and request immediate removal of the equipment. The offeror shall grant a credit to the agency for any machine, which fails to perform at an effectiveness level of 90% during any month. The effectiveness level for a machine is computed by dividing the total productive time, by the sum of that time, plus machine failure downtime. The credit shall be a percentage amount of the fixed monthly maintenance charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 90%. Example: if the effectiveness level for a machine if 87% for the month, the credit would be 3% of the fixed monthly maintenance charge; if the effectiveness level is 90% or higher, there is no credit due under this provision. It is the responsibility of the Government to prove default.

21 56 Repair of Government-Owned Equipment (All equipment covered under this schedule not covered under Maintenance Service Agreement)

This SIN cover repair of any type of copiers and other equipment offered under this schedule, not covered under a maintenance service agreement. Includes directly related attachments, accessories and supplies.

CSTIMATED	REQUIREMENTS	(5 VEARS)
ESTIMATED	RECURRENCES	() I CANOL

(b) (4)

SIN 51 56

DISCOUNT OFFERED

SPECIAL PROVISIONS FOR REPAIR AND MAINTENANCE SERVICES UNDER SIN 51 56

Repair Services (remedial) includes of those unscheduled (call basis) service calls for repairs not caused by fire, water, accident, power line outrages or abuse by the agency. This service includes cost of labor, replacement parts and supplies (excluding expendable operating supplies). Offeror must have available or have authorized access to all new parts, or remanufactured, replacement parts and provide all labor required to maintain proper operation of the designated equipment.. IN THE PRICELIST, offeror shall identify prices for all services offered herein and list of names, addresses and phone numbers of authorized dealers responsible for maintenance services. Only those dealers provided may render service, unless the list is subsequently modified.

Charges for services will be computed on the basis of the time during which repairmen are actually engaged in work, plus charges for required parts, regardless of whether repairs are performed at a Government office or at a contractor's shop. When a Government department or agency on two or more pieces of equipment located in one or more buildings within walking distance of each other orders repairs, the charges will be computed from the time the repairman commences work on the first piece of equipment until the work is completed on the last piece of equipment. The time consumed in going between equipment or buildings must be reasonable. The bill must state the location where the maintenance service was performed. All parts use in connection of maintenance service must be new and the contractor will apply the awarded discount.

eneral Requirements

GEOGRAPHIC SERVICE AREAS:

Offeror shall l	ist below equipment offered and the ge	ographic areas covered.
uipment (Ma	ake/Model)	Geographic Areas
	771.14. 314.	THE CONTRACT OF THE CONTRACT O
	THE COLUMN TWO IS NOT	
Service		
must be made v		s) after a written or oral notification. Pick up services for equipment under maintenance, received. In the event, that the location of the equipment has been changed, the ordering
Agency Install	ation	
damage exists. INSPECTION IN A DEDUCT EMERGENCY OTHERWISE INOPERATIV a delay of start	The government will make arrangements to All equipment and maintenance inspection SERVICE AS STIPULATED IN THE COTION OF 1/12 OF THE YEARLY RATE SERVICE WITHIN NINE (9) WORKING STATED, WILL BE SUBJECT TO A DIE. The performance period shall begin work of performance period and shall end when	ervice agreement, an inspection visit will be performed at no additional charge to the for the contractor to perform a pre-inspection visit in order to ascertain if obvious abuse or on visits will be required through the end of the agreement. FAILURE TO PERFORM ONTRACT (UNLESS UNLIMITED REPAIRS CALLS ARE ALLOWED) WILL RESULT FOR EACH MONTH OF SUCH DELAY. FURTHER FAILURE TO TENDER NG HOURS (MAXIMUM) AFTER WRITTEN OR ORAL NOTIFICATION, UNLESS EDUCTION OF 1/30 OF THE MONTHLY RATE FOR EACH DAY THE EQUIPMENT IS within one week of the installation date (unless, delayed in accordance with provision entitled in the equipment has met the standards of performance for period of thirty (30) consecutive exhnical specifications and functional descriptions at an effectiveness level of 90% to 95% or
request. If the removal of the during any mor failure downtim percentage of e credit would be	EVEL OF 90% DURING ANY MONTH performance is not corrected within 60 datequipment. The offeror shall grant a creath. The effectiveness level for a machine inc. The credit shall be a percentage amount fectiveness level attained during the more	THE GOVERNMENT FOR ANY MACHINE THAT FAILS TO PERFORM AT AN I. Any non-performance must be corrected within 30 days of notification from the agency as of written notice, the Government may terminate the agreement and request immediate dit to the agency for any machine, which fails to perform at an effectiveness level of 90% is computed by dividing the total productive time, by the sum of that time, plus machine ant of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge, which is determined by subtracting the actual of the fixed monthly maintenance charge.
50 205	Rental Plan – Postage Me	ters and Other Mailing Equipment
This SIN included offered under the	les postage meters and other mailing equi nis Schedule. Includes but is not limited t	ipment (e.g., x-ray inspection systems, mail processing equipment, weighing machines) to the applicable software, attachments, accessories and supplies.
ESTIMATED	REQUIREMENTS (5 YEARS) (b) (4)	
SIN 50 205	DISCOUNT OFFERED	THE THE PROPERTY AND ADDRESS.

SPECIAL PROVISIONS for Rental of Mailing Management Equipment under SIN 50 205

This mailing equipment SIN 50 205 covers rental services for mailing equipment, related accessories, options, attachments and any other equipment already established under the Group 36 Schedule that may be integrated to present a total solution package under SIN 50 205.

General or Basic Mailing Equipment may be offered under SIN 50 163.

As required by the U.S. Postal Service, Postage Meters are prohibited for outright purchase sale and shall be available for rental only. The eter may be used only for imprinting and recording postage. All contractors must act in accordance with the U.S. Postal regulations that govern the ostage Meters and all other mail equipment.

All postage meters shall be serviced by the contractor and maintained in first-class operating condition without expense to the Government, except for repairs, replacements, and maintenance necessitated by accident, misuse, or negligence of the Government. The contractor must be able to replace any equipment of his manufacture, and to furnish equipment, which is complimentary or additional thereto.

Liability

hile the equipment is installed on the Government premises, the contractor shall assume all responsibility for loss or damage to the equipment except for loss or damage caused by the negligence or willful act of the Government.

Installation and Removal

Rental Equipment shall be delivered to the customer at the expense of the contractor (excluding established installation charges). Upon expiration of the rental, the contractor shall pay charges incurred for picking up rented equipment excluding established removal charges.

Prices

The rates for rental shall allow the use of the equipment by primary shifts of eight (8) hours per day/forty (40) hours per week. Extra shift rates shall be indicated in the offer.

Service

An offeror must be competent to service equipment of the make offered under rental within the geographical areas designated in the offer. Offerors must submit and include in their pricelist a list of names and addresses of service representatives responsible to the contractor. This list remains effective unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer. The contractor must repair or replace equipment within nine (9) working hours after a written or oral notice of a breakdown in equipment is received by the contractor, unless otherwise specified by the using activity. If not, deductions of rental charges will be made on the basis of $1/30^{th}$ of the monthly rate for each day the equipment is inoperative. The contractor shall grant a credit to the Government for any machine, which fails to perform at an effectiveness level 90% during any month. The effectiveness level for a machine is computed by dividing the total productive time by the sum of that time plus machine failure downtime. The credit shall be a percentage amount of the fixed monthly rental charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 100. (Examples: if the effectiveness level for a machine is 87% for the month the credit would be 13% of the fixed monthly rental charge; if the effectiveness level is 90% or higher there is no credit due under this provision). Any downtime, for which credit is granted in accordance with the paragraph above, shall be excluded from the effectiveness level computation.

Each offeror must provide the reliability factor for each model offered.

the event that a machine is inoperative, due to machine failure, through no fault or negligence of the Government, and the total number of hours of owntime exceeds ten percent (10%) of the total productive use time for three consecutive calendar months, the Government reserves that right to require the contractor to replace the machine or terminate the order with no termination or removal charges. The purchase option credits for the replacement machines shall not be less than the credits accrued from the date of installation of the original machine, regardless of whether the replacement is made at the request of the Government or for the convenience of the contractor.

Maintenance and Inspection (Postage Meters)

U.S. Postal Service regulations require contractors to inspect the meter and to imprint .00 test meter stamps, and require customers to make the meter and the users postage purchase records and/or receipts immediately available for examination and audit by the U.S. Postal Service or by the contractor upon request. The customer must ensure that the meter is run only at its normal rate of speed. The customer must not make any upgrades or attachments to the equipment. If repair or replacement is needed the customer must notify the contractor.

Orders

A written order shall be the only basis for rental in accordance with these terms and conditions.

Period

Orders for rental shall cover only the period of use of the equipment. Rental charges shall commence on the next working day on which the equipment is installed and ready to operate. Once the order is placed, it will continue in effect during the remainder of the agreed rental contract period depending upon availability of government funds. If the requirement for the service/equipment is discontinued, transferred, or otherwise changed to the extent that the original requirement no longer exists, the Government may cancel the order upon thirty (30) days written notice to the contractor. Payment to the contractor shall be restricted to the actual period the equipment was in use, prorated on the basis of twelve (12) calendar months to the contract year, thirty (30) days to the month.

eyment

intal charges shall be computed on the basis of thirty (30) days a month. Charges for fractional parts of a calendar month are to be computed at the rate 1/30 of the monthly charge for each day the equipment is installed and ready for use.

51 229 Digital Duplicating Equipment

Digital duplicators scan original documents and automatically form an intermediate stencil master that transfers liquid ink to the paper to produce the desired number of copies at speeds up to 150+ copies per minute. Digital duplicators are capable of fast, large-size copying runs in single-color and/or full-color. When connected directly to a digital computer for desktop publishing applications, many digital duplicators can operate as high-speed (e.g., 120 copies per minute), high-quality printers capable of producing copies equivalent to those produced on high-speed, laser-quality printers with high resolution prints. Digital duplicators fill the gap between conventional copiers, which are used, for a small number of copies and offset presses, which are used, for a large number of copies. For over 25 copies of each original, the cost per copy using a digital duplicator is usually lower than for copies made using a conventional copier. Includes directly related supplies, accessories and attachments (e.g., cabinets, digital duplicator and color drums, automatic document feeders, edit boards, computer interface equipment, paper tray, tape marker, high capacity sheet feeders, interface kits, sorters, tape dispensers, and controllers for imaging processing, spirit fluids, spirit correction fluids, masters, black and color inks, job separator colored tape.

ESTIMATED REQUIREME	NTS (5 YEARS) - (b) (4)
SIN 51 229	DISCOUNT OFFERED

20 300 Projectors & Electronic Whiteboards

This SIN includes a wide range of projectors and Electronic Whiteboards. Projectors include both Digital and Still Picture Projectors, (e.g., front screen, rear screen) and LCD, DLP multimedia, High Output, Theater Projector wall/ceiling, opaque, tripod, palm-sized ceiling & overhead, 35mm slide projectors & viewers, and Projecting Sets including 16/35mm motion picture, silent/sound. Includes directly related supplies, attachments and accessories (e.g., digital memory cards, transparency viewer, transparency lenses, and wireless single/dual remote control).

Electronic Whiteboards is an interactive electronic whiteboard that can be used in conjunction with projectors to project digital images on the ctronic whiteboard. It allows the user to capture, communicate and interact in real-time, edit and publish or e-mail the information right from the c desktop. It's perfect for netmeeting, training, workshops, distance learning and more. The electronic whiteboards are offered in many types and sizes. Includes directly related attachments and accessories (e.g., digital memory cards, transparency viewer, lenses, easels, slide mounters to produce 2x2 slides mounted with 35mm transparency materials, including polyester base films, and wireless single/dual remote control.

This SIN includes directly related accessories, attachments and supplies.

ESTIMATED REQU	ЛREMENTS (5 YEARS) - (b) (4)	
SIN 20 300	DISCOUNT OFFERED	

*20 220 Projection Screen, Stand, Printer (Enlarger), Systems

This SIN includes projection screens for all types of projection applications (including front and rear, portable, manual wall ceiling or electronic wall or ceiling, or wall mount, tripod, theatre video screen, optical). Projection Stands can be used with or without electrical outlets, folding or nonfolding, may be self-leveling. Projection Printer (enlargers) allow permit vertical and/or horizontal projection and designed for and used specifically with all types of projectors listed herein. The projection system is a high-definition electronic cinema projection system that delivers film-quality image and digital surround sound. Includes directly related accessories, attachments and supplies.

ESTIMATED REQUIREME	ENTS (5 YEARS) - (b) (4)
SIN 20 220	DISCOUNT OFFERED

* Small Business Set-Aside (SBSA)

212 Post Copying/Finishing Equipment

his SIN includes a wide range of post copying/finishing equipment includes: binding, laminator, paper handling -paper folding, paper gathering, inserting, and collating and finishing, paper cutting, remanufactured and a host of other related equipment, accessories, attachments and supplies.

ESTIMATED REQUIREMENTS (5 YEARS) - (b) (4)
SIN 51 212 DISCOUNT OFFERED

50 163 Mail Processing Machines, Systems and Related Software

This SIN includes Mailing Machines that automatically or manually feed seal (including scal-only machines), postmark, meter stamps, count and stack letters and machines that print postage on wet, dry or pressure-sensitive tape for packages and bulky envelopes. Mail/Parcel Scales and Weighing Machines that are either electronic or mechanical machines used for weighing and managing weighing/shipping information for packages and envelopes. Inserting Machines that insert checks, bulletins, reports, cards, letters, etc., into envelopes and other related products. Envelope Opener/Extracting Machines that completely and easily open envelopes and allow for easy removal of the envelope's contents. Addressing Machines that print addresses, attention lines, return addresses, etc., on (outgoing) mail. Imprinter machines imprint cards (e.g., credit eard slips), forms, tickets, labels, and similar material requiring multiple imprints. Addresser/imprinter machines use metal and/or plastic plates. Mail Processing Systems that consist of combinations of mail processing equipment (e.g., weighing equipment, postage scales, mailing machines, inserting machines, envelope opening machines, envelope extracting machines) integrated into a system. The mail mobile system is an automated internal mail delivery system as well as a service. This system is basically equipped to deliver mail, supplies, packages, cash as well as classified and sensitive documents on an invisible guidepath that is stimulated by ultraviolet and tracked by photoelectric sensors. X-Ray Inspection Systems - This system is designed to identify terrorist and criminal attacks of incoming mail, parcel packages, bags, boxes, etc. These systems are mainly used in government buildings, banks, industry, television broadcasting, courtrooms, public training and workshops. This SIN includes a host of ancillary services, related software, attachments, accessories, supplies and solutions. This SIN includes directly related, software, accessories, attachments and supplies. Note

N 50 163 DISCOUNT OFFERED

50 287 Money Handling & Processing Machines

This SIN includes a wide range money handling and processing equipment such as cash registers, check and money handling equipment, check endorsing, signing and writing equipment, check perforating machines, coin sorting, and paper counting, and more. Includes directly related accessories, attachments and supplies.

ESTIMATED REQUIREMENTS (5 YEARS) - (b) (4)
SIN 50 287 DISCOUNT OFFERED

51 001 Office Products for the Impaired

This SIN covers turnkey products for vision, hearing, mobility and cognitive language impairments primarily used for disabilities. The purpose is to caption a subtitle from an analog and digital files format to quickly format text into individual captions, displayed on the computer screen, and video screen from one language into several languages. The files may include the following formats (e.g., microsoft word, wordperfect (any language), text with/without time code in and out, cheetah, inc. files, captions inc. files). The products may include: closed captioning systems (works with closed captioning encoders to create closed captions – can be placed anywhere on the screen), open captioning systems for compressed video, real-time captioning, encoders (work closely with closed captioning software to encode captions), and decoders. Include attachments, accessories, supplies and software.

ESTIMATED REQUIREMENTS (5 YEARS) - (b) (4)

SIN 51 001 DISCOUNT OFFERED______

51 002 Business Card Scanner and Solutions

is SIN includes handheld and desktop business card scanners that automatically read and organize business cards.

ext information is stored into its proper fields - name, title, address, city, state, zip, country, phone, fax, e-mail and web address. The user can easily search data on any of the fields and don't have to worry about missing words or numbers again. Perfect for creating business mailing list (e.g., workshops and conferences, training). Includes all directly related accessories, attachments, supplies and software.

ESTIMATED REQUIREMENTS (5 YEARS) - (b) (4)

1 51 002 DISCOUNT OFFERED

*50 180 Time and Attendance Program Systems

This SIN includes analog and digital Time and Attendance Program Systems. It includes the traditional time clock that gives the employee the option to manually clock in. The digital version delivers accurate attendance and a host of capabilities which allows the manager to track time and attendance through network compatible software right from their PC, enter the office by using a pin number and the employee is automatic clocked in. Perfect for organization with contractors to track paid and non-paid breaks. Payroll accounting system may be available.

This SIN includes directly rel	ated accessories, attachments and supplies.
ESTIMATED REQUIREME	NTS (5 YEARS) - (b) (4)
SIN 50 180	DISCOUNT OFFERED

50 177 Date and Time Stamps

This SIN includes electric/non-electric date and stamps which automatically print date and time (e.g., month, date, and time, number and date, TEXT stamp for signature or message and check signer. Includes directly related accessories, attachments and supplies.

ESTIMATED REQUIREMENTS (5 YEARS) - (b) (4)

SIN 50 177 DISCOUNT OFFERED______

* Small Business Set-Aside (SBSA)

50 281 Calculators

is SIN includes a wide range of calculators such as basic, business, electronic, fraction, metric conversion, programmable/non-programmable, cientific, statistical, printing, graphic, web-site/financial. Includes directly related accessories, attachments, supplies and software.

ESTIMATED REQUIREMENTS (5 YEARS) - (b) (4)

SIN 50 281 DISCOUNT OFFERED

47 355 Dictation and Transcribing Machines and Systems

This professional PC Dictation System that offers the user state-of-the art technology and digitize recording with a full voice recording system interface via network connected card reader with superior digital sound. No need for special telephone connections or wireless networks, superior digital sound quality, ID programmable to eliminate user input. The user as the option instantly access deletions and re-record hands free. Restore missing information hands free without missing a word. The products may include: hand-held voice/data digital recorder with multifunction LCD display, voice documents, personal voice messaging, card reader, pc-based dictation application and digital kits. Additional features for enhancement purposes are software package, high-quality microphone designed for speeches, dedicated mouse, internal speaker for voice playback, sound card etc. Units available in standard, mini, and micro cassette configurations

ESTIMATED REQUIREME	NTS (5 YEARS) - <mark>(b) (4)</mark>
SIN 47 355	DISCOUNT OFFERED

*47 147 Security (Applications) for Business Machines

This SIN includes security devices solutions for office equipment (e.g., computers/monitors, keyboards, printers, fax machines, TV and VCR, calculators, copiers, medical equipment, cash registers, printers, typewriters laboratory Systems, word processors, audio/visual, accessories (e.g., keyboard skins, mouse pads, wrist rests). This equipment is to be secured within any environment to deter unlawful removal of equipment. A mbination of security solutions include (e.g., anti-theft software tracking system, - manage PC from a network location, switch for computer case, btion sensor, security hardware (e.g., metal plates and cable, strong adhesive, and other related options).

This SIN includes all directly related attachment, accessories and supplies.

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DISCOUNT OFFERED

Stencil Cutting Machines

This SIN includes a wide range of stencil cutting machines for all types of business applications such as industrial, military, municipal and transportation and related accessories, attachments and supplies.

ESTIMATED REQUIREMENTS (5 YEARS) -SIN 50 7002 DISCOUNT OFFERED

* Small Business Set-Aside (SBSA)

165 205 Office Filing, Storage Systems and Solutions

This SIN includes a wide range of multimedia filing and storage applications that will support paper documents or electronic media of various formats regardless of the office size. The types of products may consist of Office Cabinets, Filing, Storage and Multimedia Systems and Products which are designed for office with limited space. Other supporting products may include: software applications, office media station, information management systems, lift and display units, desktop file indexes, racks, pocket card and frames, portfolios, easel stands, plate holder etc. Systems are designed for any size paper, record keeping, booklets, aperture cards, microfilm, books/binders, electronic media, cartridges, audio cassettes, compact disks, DVD, 4 & 8mm DAT, DDS, Microfiche, VHS& Beta and more. Directly related system, accessories, attachments and supplies are offered under this SIN.

ESTIMATED REQUIREMENTS (5 YEARS) -DISCOUNT OFFERED SIN 165 205

7 145 **Typewriters**

his SIN includes manual, non-electric/electric types — dictionary type, multilingual, electronic office, word processing, and professional/nonprofessional w/without disk drive, spell check. This SIN includes directly related attachments, accessories and supplies.

ESTIMATED REQUIREMENTS (5 YEARS) -

SIN 47 145

DISCOUNT OFFERED

50 156 - Personal and Document Identification Systems

This SIN includes Personal and Document Identification Systems but not limited to: Photo Identification Cameras & Systems and Embossing Systems. This SIN broad range of technology systems to enable an individual to be identified by ID Badges, (e.g., Military, Medical ID, Dog Tag, Social Security Card, Driver's License, Work ID, Bank, Library, and Meal Cards, Metal Plates or by some type of biological and physical characteristics (e.g., eye, face, voice, finger/hand print, digital signatures, body order). Public (private) Key Infrastructure (PKI) are excluded from this SIN. Systems may be PC assessable and may feature Smart Card Technology, such as encoded magnetic strips, bar codes, signatures, etc. All directly related software, attachments, accessories, and supplies are offered.

ESTIMATED REQUIREMENTS (5 YEARS) SIN 50 156 DISCOUNT OFFERED

Microphotographic Film, Paper, Chemical Preparation and Equipment 51 417

This SIN covers a wide range of film, paper chemical preparation, related equipment and supplies. The film includes (silver halide used to process permanent records, computer output microfilm for COM units, duplicating film - for direct/indirect silver duplicators), dry silver film and paper (including aperture cards that have dry silver film in the opening), standard size microfilm copy prints paper, Chemical Preparations include (e.g., developers, fixers, and specialties for reader-printer paper and a host of accessories, attachments and consumable supplies (e.g., leaders, trailers, lice, tab). The Related Equipment includes (e.g., microphotographic duplicating and developing equipment – used in the duplication of Diazo, ermal and Silver Gelatin Microfilms), Black and White Negatives or Color Wet-Processing Equipment, Microfilm Finishing and Editing quipment- includes microfilm finishing and editing equipment including (e.g., micirofilm cutters, trimmers notchers, and splicers, jacket/aperture, card loaders and filler (e.g., mounters and inserters, magazine and cartridge loaders, manual motorized, table model station) and Microphotographic Inspection and Quality Control Equipment (used for cleaning equipment, test kits, rewinds, test targets). Includes directly related accessories and attachments (e.g., MicroFilm Reel, Cartridges/Magazines and Aperture Cards (without film).

ESTIMATED REQUIREMENTS (5 YEARS) - (b) (4)

N 51 417 DISCOUNT OFFERED

51 402 Multi-Media Readers and Reader-Printers and Systems

This SIN includes a wide range of Readers and Reader-Printers – electronic reader scanner systems, aperture card, microfilm, microfilm and
universal, microfiche, microfilm - automated retrieval, microfiche, high-volume output reader-printers, sorter/collators and other related equipment.
Includes directly accessories, and attachments (e.g., microfilm reel, cartridges/magazines and aperture cards (with/without film)

ESTIMATED REQUIREMENTS (5 YEARS) - (6) (4)
SIN 51 402 DISCOUNT OFFERED______

51 1001 Introduction of New Products/Services (INPS SIN)

A new or improved product/services is a product/service, offered at any time that has the potential to provide economical or efficient means for Federal agencies to accomplish their mission. It may be a service/product existing in the commercial market, which is being developed, improved, or not yet introduced to the Federal Government. It also may perform a new task, service, or procedure within the scope of the Federal Supply Schedule, not currently available under any GSA contract.

The contractor shall be capable of demonstrating that the product/service has the potential to provide greater economical or efficient means for Federal agencies to accomplish their mission; perform a new task or procedure not currently under any GSA contract.

As determined by the Government, there are no similar items currently available under an existing Special Item Number (SIN).

Contractors must understand that there is no guarantee that the product/service offered be recognized and accepted as a new product/service.

sechnical review of products/services may be considered. The Government has sole discretion to determine whether a product/service shall be bepted as a new product/service.

Note: If the services proposed is found acceptable under this schedule, additional information may be required such as (e.g., samples of work requirements, past/current references) and commercial/government pricing. At that time, criteria will be developed.

ESTIMATED REQUIREMENTS (5 YEARS) - (D) (4)
SIN 51 1001 DISCOUNT OFFERED_______

51 B36 2a International - All Equipment under this Schedule

Includes overseas purchase of copiers, accessories, supplies; rental/lease of copiers; and maintenance and repair and other directly related requirements. Includes all directly related accessories, attachments, and supplies.

ESTIMATED REQ	UIREMENTS (5 YEARS) -	o) (4)
SIN 51 B362a	DISCOUNT OFFERED	

2.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT.

As prescribed in 11.504(a), the contracting officer may insert the following clause in solicitations and contracts when a fixed-price contract is contemplated for supplies, services, or research and development (see 11.502(b)): Liquidated Damages—Supplies, Services, or Research and Development (Apr 1984)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of no less than _______ or as stipulated by the ordering agency, [Contracting Officer insert amount].
- (b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default--Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
 - (b) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005) 12.301(b)(1)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must pw--
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and rovisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

- Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of flers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's uest and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that tallation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of overnment personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1) (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza. SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this relicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by mitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
 - (i) Automatic distribution may be obtained on a subscription basis.
 - (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at http://dodssp.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of ty contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.
- (1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO CLAUSE 52.212-1

CI-FSS-2 SUBMISSION OF OFFERS—ADDITIONAL INSTRUCTIONS (MAR 1996)

Offerors are requested to submit a signed original and <u>one</u> copy of SF-1449 together with all addenda and attachments complete in every respect with the exception of oversized blueprints, drawings, or similar documents attached to the solicitation. Oversized blueprints, drawings, or similar documents are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number—
 - If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com;
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry)
 - (x) Company Headquarters name and address (reporting relationship within your entity).



ADDENDUM TO CLAUSE 52.212-1 (INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS)

Applies to SINs:

SIN 51-501, Needs Assessment and Analysis Services

SIN 51-503, Education and Training Support Services

SIN 51-504, Record Management Services

SIN 51-505, Document Production Services

SIN 51-506, Document Conversion Services

SIN 51 507, Destruction Services

SIN 51-508, Litigation Support Services

SIN 51 509, Network Connectivity Support Services

SIN 733 1, Mail Room Administrative Support

SIN 733 2, Mail Presort

SIN 733 3, Miscellaneous Mail Services

SIN 733 4, List Management Services

SIN 733 5, Mail Room Ergonomic Analysis Services

SIN 733 6, Mail Screening and Inspection Services

General Information for All Applicable SINs:

Each proposal submission shall be on $8-1/2 \times 11$ -inch paper, double-spaced, in a commercially standard font, not smaller than a size 12 font. The proposals shall be three-hole punched and securely placed in a standard three-ring loose leaf binder.

Each page in the proposals shall be separately numbered in Arabic numerals. A page of paper printed on both sides is considered as o pages (e.g., if using double-sided, the front side would be page 1, the reverse side would be page 2).

Offers shall not include brochures, newsletters, or other marketing materials. Also, elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are discouraged.

All original proposals shall be marked and stamped "ORIGINAL", and copies shall be marked and stamped "COPY" or "DUPLICATE ORIGINAL". The submission shall include the following:

To facilitate evaluation, the proposal should follow the same general outline as specified in the evaluation criteria. No price information shall be included in the technical proposal. Offerors are encouraged to submit descriptive literature and brochures to support their narrative statements. Standard brochures, which are supplements to your narratives, may be submitted in a separate appendix to the technical proposal.

Contract Data and Pricing: Two (2) copies. This part includes the Solicitation/Contract Order for Commercial Items, including the SF 1449 and the price proposal. Offerors must include all clauses of the solicitation that require the offeror's response. Offers must also complete the Schedule of Items and provide back-up information as indicated in this document

Technical proposals: Three (3) copies. This part of the proposal will be evaluated based on the criteria prescribed in the Statement of Work (SOW). The information provided shall be concise, and shall demonstrate a thorough understanding of the requirements as described in the Statement of Work. Offerors shall not make any references to pricing in the technical proposal, as technical proposals shall be evaluated entirely on technical merits.

SIN 733 2 contractors shall provide geographical area(s) of coverage only (i.e., city, county, metro area, etc.).

RICING FOR ALL APPLICABLE SINS

Pricing should be submitted in accordance with commercial practice and completely separate from the technical/management proposal and shall contain all information relative to pricing. The total price will be established at the time a task order is placed and will be based on the prices offered in the Schedule of Services. The estimated number of hours negotiated with the ordering agency, the labor category(ies) to be provided, or any related items will be detailed on the resultant task order. If the agency Contracting Officer chooses to purchase on a Labor Hour basis, the resultant task order shall specify the Not to Exceed price, the Labor Category(ies) proposed (with the hourly and daily rates for each), and any applicable other direct costs (ODC). Contract Clause 552.238-76 Industrial Funding Fee, requires a 1-percent fee to be returned to GSA by the Contractor.

SIN 733 2 contractors shall formulate their offers, by offering the prevailing USPS R100 First Class postage rate. Contractors are entitled to collect the "value added refund" generated by presorting and bar coding mail after it is metered. In order to obtain the value added the USPS Rates and Classification Service Center (RCSC) must authorize refund contractors.

Pricing for all services and products offered shall be provided using either format shown in the Schedule of Items or in a format chosen by the contractor that details how the firm proposes to price the service(s) offered. Offeror shall include the Industrial Funding Fee (IFF) in the prices submitted with their offer. The fee will be included in the award price(s) and reflected in the total amount charged to ordering activities.

To support the prices proposed, pricing proposals shall include the following information:

Sufficient information for each service or product offered to enable the Contracting Officer to determine that the items are fair and reasonable. Pricing must be furnished in sufficient detail to enable the Contracting Officer to perform a price analysis in accordance with FAR 15.402. This data shall include:

For commercial items (as defined in FAR 2.101) with established catalog prices, use Form CSP-1, *Commercial Sales Practices Format*, found in Section D, <u>Documents, Exhibits, or Attachments</u>, of this solicitation.

For commercial items (as defined in FAR 2.101) with no established catalog prices, the offeror may provide:

Either:

Information related to prices (e.g., agreements with corporate customers, market prices, internal business memo, quote sheets, etc.) Include copies of invoices.

-or-

Cost information other than cost or pricing data that is not certified. This data should show how the offeror arrived at the proposed price e.g., hourly rate + overhead +G&A + fee = the proposed rate for each labor category proposed.

The data should include all direct costs, indirect costs, profit, and any other factor, that contributes to the proposed total price. The breakouts should clearly indicate the dollar amounts and percentages for each factor.

In circumstances where neither (i) nor (ii) above can be provided, and the estimated dollar value of the contract is \$500,000 or above, certified cost and pricing is required. However, this is the least preferred method of establishing price reasonableness and is to be provided only if reasonableness cannot be established by (i) or (ii).

Special Note: Large business concerns are advised of the requirement to submit with their pricing proposal a Small Business and Small Disadvantaged Business Subcontracting Plan. (See Clause 552.219-72 (Section 3.10), incorporated in full text in this RFP.) The Government will review each plan to assure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiations along with the terms and conditions of any contract resulting from this Solicitation. Offerors are hereby informed that failure to submit the subcontracting plan shall make the offeror ineligible for contract award. A sample outline that may be used in preparing a subcontracting plan is included in the Basic Solicitation.

ravel Costs

- (a) Costs incurred for transportation and per diem (lodging, meals and incidental expenses) will be billed in accordance with the regulatory implementation of Public Law 99-234, FAR 31.205-46 Travel Costs, and the Contractor's cost accounting system. These costs are directly reimbursable by the ordering agency.
- (1) The Contractor shall notify the ordering agency, in writing, of the requirement for reimbursement of transportation and per diem expenses, prior to acceptance of the order. This notification shall include a "not to exceed" estimate of these proposed costs. Any applicable indirect costs associated with the transportation and per diem expenses will be charged at a rate negotiated prior to the using agency's delivery order. Contractors shall be reimbursed only for incurred costs at or below the "not to exceed."
- (2) Costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel on official company business are allowable subject to the limitations contained in FAR 31.205-46, Travel Costs.
- (3) Reimbursements for costs that are not specified in this solicitation, or in any contract or task order resulting from this solicitation, are not allowed. It is GSA policy NOT to allow a charge of profit or fee on reimbursable items. No reimbursement will be made for a contractor's local travel (such as mileage to and from a local site).

NO REIMBURSEMENT IS AUTHORIZED EXCEPT AS SPECIFIED IN AN ORDERING AGENCY'S TASK ORDER.

(b) The preferred type of Task order issued against the contract is Firm Fixed-Price. However, Labor-Hour Task orders may be issued where circumstances dictate, as determined by the ordering agency Contracting Officer, provided a determination is made in accordance with FAR 16.601(b) and 16.601(c).

A-FSS-2-F (MAY 2000)

ORLOWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR:

(a) FSC GROUP

36

COMMODITY:

OFFICE, IMAGING AND DOCUMENT SOLUTIONS

FSC CLASS(ES)/PRODUCT CODE(S): 3610

(b) SERVICE: 51 501, 51 503, 51 504, 51 505, 51 506, 51 507, 51 508, 51 509, 733 1, 733 2, 733 3, 733 4, 733 5, and 733 6

SERVICE CODE(S): 7375, 8744, 8742, 8713, 7812, 7384, 8744, 8111, 7389, and 8243.

The contract period for this standing solicitation will commence on the DATE OF AWARD and end five years from that date (unless contract is canceled/terminated or extended).

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2001)

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-164, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.
- (e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date of the offer, within which offer may be accepted.

A-FSS-31 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 1988)

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following items in this solicitation: The set-aside items are SIN's

51 101 7 50 180 47 147 20 220

A-FSS-40 INFORMATION COLLECTION REQUIREMENTS (NOV 1999)

"The information collection requirements contained in this solicitation/contract, are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

1.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (12.301(b)(2))

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at http://orea.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.

Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this formation to a central contractor registration database to be eligible for award.) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt (1)collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS). The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. Taxpayer Identification Number (TIN). (3) TIN has been applied for. TIN is not required because: Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; Offeror is an agency or instrumentality of a foreign government; Г Offeror is an agency or instrumentality of the Federal Government. (4)Type of organization. Sole proprietorship; Partnership: V Corporate entity (not tax-exempt); Corporate entity (tax-exempt); Government entity (Federal, State, or local); Foreign government; International organization per 26 CFR 1.6049-4; Other_____

(5)

Common parent.

(A**)**

solicitation is expressed in terms of number of employees); or

	Offeror is not owned or controlled by a common parent;
	Name and TIN of common parent:
	Name
	TIN
(c) Offerors areas. Check all the	must complete the following representations when the resulting contract will be performed in the United States or its outlying hat apply.
(1)	Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.
(2)	Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in
paragraph (c)(l) o	of this provision.] The offeror represents as part of its offer that it is, is is not a veteran-owned small business concern.
(3)	Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned
small business con disabled veteran-o	acern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service- wined small business concern.
(4)	Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph
(c)(1) of this provi as defined in 13 C.	is not a small disadvantaged business concern FR 124.1002.
(5)	Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph
(c)(l) of this provi	is not a women-owned small business concern.
Note: Co	omplete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.
(6)	Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business
concern and did no women-owned bus	ot represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a siness concern.
(7) surplus areas in wh percent of the conf	Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor hich costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 tract price:
	Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories usiness Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business size standards for this solicitation.]
	(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of
the designated ind	Sustry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.
or designated indu	(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) astry groups (DIGs).] Offeror represents as follows:

Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of evenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	(b) (4)
51-100	
101-250	
251-500	
501-750	
751-1,000	
Over 1,000	

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
 - (i) General. The offeror represents that either--
- (A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
 - (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- Representations required to implement provisions of Executive Order 11246--
 - (1) Previous contracts and compliance. The offeror represents that--
- (i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It has, has not filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that-
- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."
 - (2) Foreign End Products

Country of Origin
•

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-- Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act -- Free Trade Agreements -- Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or caeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin			
.N/A	•			
•	•			
•	•			
	N			

(List as Necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

	Line Item No.		Country of Origin
.N/A			
•		•	
•			

(List as Necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate 1 (Jan 2004). If Alternate 1 to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.	Country of Origin
. N/A	
	•
•	•

(List as Necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
. N/A	
	•
(List as N	lecessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin				
. N/A	•				
•	·				
•	•				

(List as Necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (3) are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of w of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
 - (1) Listed end products.

Country of Origin			
•			
•			

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs * *.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2003)

Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
 - Invoice.
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (a) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (a) Electronic funds transfer (EFT) banking information.
 - (b) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.



- (c) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
- (d) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.
 - (b) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (c) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (d) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (e) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (f) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.



- *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR).
 - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
 - (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
 - (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

2.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005) 12.301(b)(4)

				with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by aw or Executive orders applicable to acquisitions of commercial items:
	(1)	52.233-3,	Protest A	fter Award (AUG 1996) (31 U.S.C. 3553).
	(2)	52.233-4,	Applicab	le Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
	act by ref	ference to is		with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer
(41 U.S.C	* 253g ar	* nd 10 U.S.0	(1) C. 2402).	52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)
	*	* -	(2)	52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
offeror ele	*ects to wa	* aive the pre	(3) eference, in	52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the t shall so indicate in its offer) (15 U.S.C. 657a).
Reauthori	*zation ar	_* nd Amendn		(i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business of 1994).
	*	*		(ii) Alternate I (MAR 1999) of 52.219-5.
	*	*		(iii) Alternate II (JUN 2003) of 52.219-5.
	*	*	(5)	(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
	*	*		(ii) Alternate 1 (OCT 1995) of 52.219-6.
*_	*		(iii) Alter	mate II (MAR 2004) of 52.219-6.
	*	*	(6)	(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
	*	*		(ii) Alternate I (OCT 1995) of 52.219-7.
*	*		(iii) Alter	mate II (MAR 2004) of 52.219-7.
	*	*	(7)	52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d) (2) and (3)).
	*	*	(8)	(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)).
	*	*		(ii) Alternate I (OCT 2001) of 52.219-9.
	*	*		(iii) Alternate II (OCT 2001) of 52.219-9.
	*	*	(9)	52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637 (a) (14)).
2003) (Pu	* b. L. 103	* 3-355, secti	(10) on 7102, a	(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUN 2003) of 52.219-23.

999) (F	* Pub. L. 103	* -355, secti	(11) on 7102,	52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT and 10 U.S.C. 2323).
	*	*	(12)	52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000)
(Pub. L.	103-355, s	section 710) U.S.C. 2323).
	*	*(13)52.21	9-27, No	tice of Total Service-Disabled Veteran-Owned Small BusinessSet-Aside (MAY 2004).
	*	*	(14)	52.222-3, Convict Labor (JUN 2003) (E.O.11755).
	*	*	(15)	52.222-19, Child LaborCooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
	*	*	(16)	52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	*	*	(17)	52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
Eligible	*Veterans ((18)) (38 U.S	52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other I.C. 4212).
	*	*	(19)	52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
Eligible	* Veterans ((20)) (38 U.S	52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other I.C. 4212).
(E.O. 13	* 3201).	*	(21)	52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
2000) (4	* 2 U.S.C. 6	* 962 (c) (3)	(22) (A) (ii)).	(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG
			(ii) Alte	rnate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962 (i) (2) (C)).
	*	*	(23)	52.225-1, Buy American ActSupplies (JUN 2003) (41 U.S.C. 10a-10d).
19 U.S.0	*; C. 3301 not		(24) С. 2112 п	(i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, note, Pub. L. 108-77, 108-78, 108-286).
	*	*		(ii) Alternate I (JAN 2004) of 52.225-3.
	*	*		(iii) Alternate II (JAN 2004) of 52.225-3.
	*	*	(25)	52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
administ	*tered by the		(26) Foreign	52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations, and statutes Assets Control of the Department of the Treasury).
	*	*	(27)	52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
	*	*	(28)	52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
2307(f))	* .	*	(29)	52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C.
	*	*	(30)	52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307 (f)).
3332).	*	*	(31)	52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (OCT 2003) (31 U.S.C.

- *___* (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (c) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \boxtimes intends, \square does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code) NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

588 Explorer Street Brea, California 92821 Orange County

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a multiple award schedule, indefinite delivery, and indefinite quality contract resulting from this solicitation.

52.216-18 ORDERING (OCT 1995) (VARIATION—OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated. Such orders may be issued during the contract term.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by facsimile, or by electronic commerce methods only if authorized in the contract.

52.216-22 INDEFINITE QUANTITY (OCT 1995) (VARIATION—OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."



Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after expiration date.

52.232-17 INTEREST (JUN 1996)

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
 - (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration General Services Administration/FSS/3FN CM 4, Room 403, Washington, DC 20406 Attn: Arthur Hackney

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) 37.115

(a) Definitions. As used in this provision—

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.



Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour workweek by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour workweek basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x 40 divided by 45=\$17.78).

- (b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- (c) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

32.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)

- (a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:
 - (1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include--
 - (i) Receipt of order;
 - (ii) Shipment or delivery, as applicable;
 - (iii) Issuance of an invoice; or
 - (iv) Payment.
 - (2) Contract sales shall be reported to FSS within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.
 - (3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Government-wide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.
 - (4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration's (GSA) Federal Supply Service (FSS). Prior to using this automated system, the Contractor shall complete contract registration with the FSS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.
 - (5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fms.treas.gov/intn.html.
- (b) The Contractor shall remit the IFF at the rate set by GSA's FSS.
 - (1) The Contractor shall remit the IFF to FSS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.
 - (2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FSS. GSA's FSS has the unilateral right to change the percentage at any time, but not more than once per year. FSS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FSS for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FSS will post notice of the current IFF at http://72a.fss.gsa.gov/ or successor website as appropriate.

Within 60 days of award an FSS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FSS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection

Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate e contract for cause.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://www.arnet.gov/far/.

52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-29	Notification of Visa Denial (FEB 1999)
52.229-1	State and Local Taxes (APR 1984)
52.232-17	Interest (JUN 1996)
52.232-37	Multiple Payment Arrangements (MAY 1999)
52.237-2	Protection of Government Buildings Equipment, and Vegetation (APR 1984)
52.242-13	Bankruptcy (JUL 1995)
52.253-1	Computer Generated Forms (JAN 1991)

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

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The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a)	Provisions.	
	* *	552.237-70 Qualifications of Offerors
(b)	Clauses.	
	* <u>X</u> *	552.203-71 Restriction on Advertising
	* <u>X</u> *	552.211-73 Marking
	* *	552.215-70 Examination of Records by GSA
	<u>X</u> *	552.215-71 Examination of Records by GSA (Multiple Award Schedule)
	* <u>X</u> *	552.215-72 Price Adjustment —Failure to Provide Accurate Information
	* *	552.219-70 Allocation of Orders—Partially Set-Aside Items
	*_ <u>X_</u> *	552.228-70 Workers' Compensation Laws
	**	552.229-70 Federal, State, and Local Taxes
	* <u>X</u> *	552.232-8 Discounts for Prompt Payment
	_ <u>X</u> _	552.232-23 Assignment of Claims
	* *	552.232-71 Adjusting Payments
	* *	552.232-72 Final Payment
	* <u>X</u> *	552.232-73 Availability of Funds
	* *	552.237-71 Qualifications of Employees
	**	552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
	* *	552.232-78 Payment Information
	**	552.238-74 Industrial Funding Fee and Sales Reporting
	**	552.238-75 Price Reductions
	* *	552.242-70 Status Report of Orders and Shipments
	**	552.243-72 Modifications (Multiple Award Schedule)
	* *	552.246-73 Warranty—Multiple Award Schedule
	* <u>X</u> *	552.246-76 Warranty of Pesticides

SS-FCGE-500 TASK ORDER INVOICE REQUIREMENTS

Task orders will be placed against resultant contracts by agencies utilizing this schedule. Payment will be made by the office indicated on the task order, paid directly to the contractor, in accordance with the Prompt Payment Act. Invoices shall be submitted in an original and three (3) copies, unless additional copies are specified on the delivery order to the government office designated on the order to receive invoices. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- Name of the business concern and invoice date.
- Contract number.
- * Task order number or other authorization for delivery of the property or performance of the services.
- Price, payment terms and any discounts or concessions that apply.
- Delivery terms (FOB Destination).
- Name (if applicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent, or information necessary to enable the agency to make payment by wire transfer (if applicable) in accordance with the Method of Payment clause of this contract.

Other information or documentation required to effect payment as may be specified on individual task orders.

G-FSS-FCGE-501 SECURITY REQUIREMENTS

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

H-FSS-FCGE-502 PERSONNEL

<u>ersonnel Requirements:</u> The Contractor shall provide skilled personnel together with the supervisory, management and administrative services necessary to successfully meet the Government requirements.

H-FSS-FCGE-506 SERVICE REQUIREMENTS: (MAR 1999)

- (a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, improvements to the services, features, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Government. As part of the proposed changes, the Contractor may submit a price proposal to the Contracting Officer for evaluation. Those proposed service improvements that are acceptable to the Government would be processed as modifications to the contract.
- (b) At a minimum, the following information shall be submitted by the contractor with each proposal:
 - A description of the difference between the existing contract requirements and the proposed change, and the comparative advantages and disadvantages of each;
 - (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revisions to the contract for each such change;
 - (3) An estimate of the changes in performance and cost/price, if any, that will result from adoption of the proposal;
 - (4) An evaluation of the effects that the proposed changes would have on collateral costs to the Government (e.g., Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government premise equipment);
 - (5) A statement of the time by which the contract modification adopting

 The proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale; and
 - (6) Any effect on the contract completion time or delivery schedule.



- The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within a period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.
- (c) The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

H-FSS-FCGE-507 TRANSITION REQUIREMENTS: (MAR 1999)

A smooth and orderly transition between the Contractor and predecessor or successor contract is necessary to ensure minimum disruption to vital Government business. The Contractor shall agree to furnish phase-in and phase-out services and exercises its best efforts and cooperation to assure a complete and orderly transition. The Contractor shall, upon the Contracting Officer's written notice, furnish phase-in, phase-out services for up to 120 working days prior to the expiration date of this contract and to negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The Contractor shall provide sufficient, experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency. At its discretion, the Government may reduce, but not extend, the transition period.

H-FSS-FCGE-509 CONTRACTOR FURNISHED PROPERTY/SERVICES (MAR 1999)

Unless otherwise stated, the Contractor shall provide all the necessary manpower, resources, and equipment to accomplish the requirements stated herein, to include, but not be limited to, equipment necessary to accomplish EDI or other complete requirements.

H-FSS-FCGE-512 SECURITY CLEARANCE REQUIREMENTS

me agencies may require various contractor personnel to obtain a security clearance before receiving access to information and or facilities. curity clearances, when required on individual task orders, will be obtained at the contractor's expense.

The Contractor is responsible for pre-screening for suitability all persons proposed to work under any Task Order evolving from this contract and for ensuring that all persons have submitted to a Government-performed security investigation prior to assignment if required by the ordering agency.

H-FSS-FCGE-513 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (MAR 1999)

The Contractor shall save and hold harmless and indemnify the Government against all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss of damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the use, service, occupancy or performance of work under the terms of this contract resulting in whole or in part from the acts or omissions to the Contractor or subcontractor, or any employee, agency or representative of the Contractor or subcontractor.

Government's Right of Recovery: Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction or damage to Government property.

H-FSS-FCGE-514 WAGE RATE DETERMINATION

This contract is subject to the Service Contract Act pursuant to the Clause FAR 52.222-41 entitled "Service Contract Act of 1965, as Amended" in Section 1. As a result, the class of employees who are performing under this contract that are subject to the Service Contract Act shall be paid in accordance with the wage determination that is appropriate for the place of performance. Wage determinations will be incorporated at time of intract award.

TERMS AND CONDITIONS APPLICABLE TO COMMERCIAL SERVICES INCORPORATED BY REFERENCE

The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- * X * (1) 52.222-4, Contract Work Hours and Safety Standards Act Overtime Compensation (July 1995).
 - <u>X</u> *(2) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- *__X_*(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- *_X_* (4) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- *_X_* (5) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- * X * (6) 52.222-46, Evaluation of Compensation for Professional Employees (Feb 1993)
- * X * (7) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- *X * (8) 52.222-49, Service Contract Act Place of Performance Unknown (May 1989)
- *_X_* (9) 52.246-4, Inspection of Services Fixed Prices (Aug 1996)
- *____* (10) 52.246-6, Inspection Time and Material and Labor Hour (Jan 1986)
- *_X_* (11) 52.249-4, Termination for Convenience of the Government (Services) (Short Form)

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) (ALTERNATE I—OCT 1995)

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100.000.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause—

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as—

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as—
 - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material



standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number-
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

.204-7

CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause—

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System+4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
 - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number--
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.



- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
 - (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (a) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (b) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
 - The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (FEB 2002)

Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

- (b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or a JWOD central nonprofit agency has authorized purchase from other sources.
- (c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:
 - National Industries for the Blind (NIB) 1901 North Beauregard Street, Suite 200 Alexandria, VA 22311-1705 (703) 998-0770
 - (2) NISH 2235 Cedar Lane Vienna, VA 22182-5200 (703) 560-6800

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED DEBARMENT (JAN 2005) 94.09(b)

- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarrent by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.



REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—SEP 1999) 515.408

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:
 - (1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule);
 - (2) Commercial sales practices. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4 of the GSA Acquisition Regulation (48 CFR 515-2); or submit information in the Offeror's own format.
 - (3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
 - (1) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

52.215-21 REQUITED THAN (

REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—AUG 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below.
 - (1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule);
 - (2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
 - (3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (OCT 1997)

- (a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.
- (b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor



furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

- (c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
 - (1) The actual subcontract; or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
 - (d) (1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
 - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
 - (2) (i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
 - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
 - (ii) An offset shall not be allowed if-
 - (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.
- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN

MAXIMUM ORDER

*FOR SERVICES

\$1,000,000 \$350,000

All other Sin's

Note:

*Services include 51 501, 51 503, 51 504, 51 505, 51 506, 51 507, 51 508, 51 509, 733 1, 733 2, 733 3, 733 4, 733 5, and 733 6

- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.219-1 Small Business Program Representation (MAY 2004) 19.309(a)(1)

(a)(1) T	The North American Industry Classification	System (NAICS) code for this acquisition is	insert NAICS code].
(2)	The small business size standard is	[insert size standard].	

- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) Representations.
 - (1) The offeror represents as part of its offer that it o is, o is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(l) of this provision.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or JBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

- (c) Definitions. As used in this provision—
- "Service-disabled veteran-owned small business concern"-
 - (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.
 - "Women-owned small business concern" means a small business concern—
- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
 - (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

		ı 19.308(a)(2),			

	(1) Complete if offeror represented itself as alsoavantaged in paragraph (b)(2) of this provision. I the offeror shall check the category in		
	which its ownership falls:		
	Black American.		
	Hispanic American.		
	Native American (American Indians, Eskimos, Alcuts, or Native Hawaiians).		
	Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China,		
Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korca, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Pal			
	Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao		
	Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).		
	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the		
Maldives Islands, or Nepal).			
	Individual/concern, other than one of the preceding.		

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) <u>Definition</u>.

"Small business concern," as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.



- Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered non-responsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement.

A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause—

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).



Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
 - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of-
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iii) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

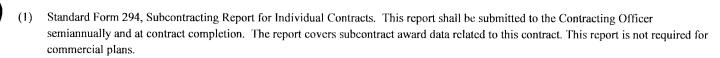


- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plantwide or company-wide basis, unless otherwise indicated):
 - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact-
 - (Λ) Trade associations;



- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; AND
- (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) Λ master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—
 - (1) the master plan has been approved,
 - (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and
 - (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
 - Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:



(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 **CONVICT LABOR (JUN 2003)**

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.



- (1) On parole or probation to work at paid employment during the term of their sentence;
- (2) Who have been pardoned or who have served their terms; or
- (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
 - (i) The worker is paid or is in an approved work training program on a voluntary basis;
 - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
 - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
 - (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-26 EQUAL OPPORTUNITY (APR 2002)

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to —

(i)	 Employment 	•
111	Tarrento vincini	_

- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the



Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

.222-35

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause—

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.





Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means-

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.





General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignment, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) Listing openings.
 - (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
 - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
 - (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.



Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

- The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veterans, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

- (b) Postings.
 - (1) The Contractor agrees to post employment notices stating—
 - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
 - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
 - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) <u>Noncompliance</u>. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) <u>Subcontracts</u>. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
 - (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
 - (1) The total number of new employees hired during the period covered by the report, and of the total, the numbered of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
 - (2) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
 - (h) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (i) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
 - The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

- 1) The information is voluntarily provided;
- (2) The information will be kept confidential;
- (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
- (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-39 Notification of Employment Rights Concerning Payment of Union Dues or Fees (DEC 2004) <u>22.1605</u>

(a) Definition. As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 9 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

- (e) The requirement to post the employee notice in paragraph (b) does not apply to
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, rough the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.225-5 TRADE AGREEMENTS (JAN 2004) 25.1101(c)(1)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product-

- (e) Means an article that—
 - (i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
 - (B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and
 - (b) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).
 - (A) For this reason, the following articles are not Caribbean Basin country end products:
 - (g) Tuna, prepared or preserved in any manner in airtight containers;
 - (h) Petroleum, or any product derived from petroleum:

- (i) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and
- (j) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;
- (B) Access to the HTSUS to determine duty-free status of articles of these types is available at http://www.customs.ustreas.gov/impoexpo/impoexpo.htm. In particular, see the following:
 - (a) General Note 3(c), Products Eligible for Special Tariff treatment.
 - (b) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States—Caribbean Basin Trade Partnership Act of 2000.
 - (c) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).
 - (d) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States— Caribbean Basin Trade Partnership Act; and
- (f) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

Designated country means any of the following countries:

Aruba, Austria, Bangladesh Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Kiribati, Korea, Republic of Lesotho, Licehtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that-

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means those articles, materials, and supplies to be acquired under the contract for public use.

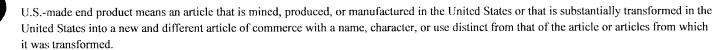
Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

Free Trade Agreement country end product means an article that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.



United States means the 50 States, the District of Columbia, and outlying areas.



- (b) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or FTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."
- (c) United States law will apply to resolve any claim of breach of this contract.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003) 25.1103(a)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.epls.gov/TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/ofac.

The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

52.227-14 RIGHTS IN DATA – GENERAL (JUNE 1987)

(a) Definitions. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

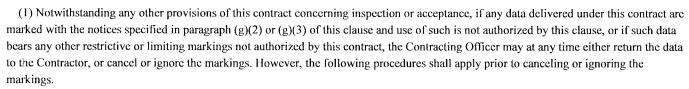
(b) Allocation of rights.

- (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in—
 - (i) Data first produced in the performance of this contract;
 - (ii) Form, fit, and function data delivered under this contract;
 - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right to-
 - (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
 - (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
 - (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright-

- (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.
- (3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data. (d) Release, publication and use of data.
- (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
- (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.



- (i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
- (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
- (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (c)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e) (1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949
- (4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

- (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—
 - (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
- (2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.
 - (g) Protection of limited rights data and restricted computer software.
- (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.



- (2) [Reserved]
- (3) [Reserved]
- (h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.
- (i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

Alternate 1 (June 1987). As prescribed in 27.409(b), substitute the following definition for "Limited Rights Data" in paragraph (a) of the clause:

"Limited rights data," as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Alternate II (June 1987). As prescribed in 27.409(c), insert the following paragraph (g)(2) in the clause:

(g)(2) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE (JUNE 1987)

- (a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract ______, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: [Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state.]
 - (b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Alternate III (June 1987). As prescribed in 27.409(d), insert the following paragraph (g)(3)(i) in the clause:

(g)(3)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE (JUNE 1987)

- (a) This computer software is submitted with restricted rights under Government Contract No. ______ (and subcontract ______, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.
 - (b) This computer software may be—
- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
 - (2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
 - (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, *provided* that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
- (5) Disclosed to and reproduced for use by support service Contractors in accordance with paragraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
 - (6) Used or copied for use in or transferred to a replacement computer.

- (c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.
- (d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
 - (e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE SHORT FORM (JUNE 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished—rights reserved under the Copyright Laws of the United States."

Alternate IV (June 1987). As prescribed in 27.409(e), substitute the following paragraph (c)(1) in the clause:

(c) Copyright—(1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

Alternate V (June 1987). As prescribed in 27.409(f), add the following paragraph (j) to the clause:

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

552.232-78 PAYMENT INFORMATION (JUL 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at http:// www.finance.gsa.gov. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Votwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

52.232-7

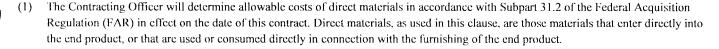
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) (ALTERNATE II—FEB 2002)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

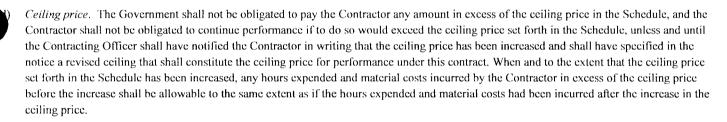
- (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.
- (2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.
- (3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.



- (2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.
- (3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor
 - (c) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or
 - (d) Will make these payments determined due—
 - (A) In accordance with the terms and conditions of a subcontractor or invoices; and
 - (B) Ordinarily within 30 days of the submission fo the Contractor's payment request to the Government.
- (4) (i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.
 - (ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor—
 - (Λ) In accordance with the terms and conditions of a subcontract or invoice; and
 - (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

- (iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.
- (5) To the extent able, the Contractor shall-
 - (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.



- (e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:
 - (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.



(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

- Interim payments.
 - (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
 - The designated payment office will make interim payments for contract financing on the *_____ * [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th" day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
- The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR 52.232-33 **REGISTRATION (OCT 2003)**

Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either---
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - Liability for uncompleted or erroneous transfers.
 - If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
 -) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment.
 - (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
 - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractor's EFT information.



- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by *_____*. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment.
 - (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

Liability for uncompleted or erroneous transfers.

- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
 - EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the



transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

52.244-6 Subcontract for Commercial Items (DEC 2004) 44.403

- (a) Definitions. As used in this clause—
- "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial ms or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
 - (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.247-34 F.O.B. DESTINATION (NOV 1991) 47.303

- (a) The term "f.o.b. destination," as used in this clause, means—
 - (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warchouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
- (b) The Contractor shall—
 - (1) (i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
 - (2) Prepare and distribute commercial bills of lading;
 - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
 - (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
 - (2) Furnish a delivery schedule and designate the mode of delivering carrier; and
 - (3) Pay and bear all charges to the specified point of delivery.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999).

e Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-15 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REQUIREMENTS (MAR 2003)

(a) Definitions.

"Approved Program" means a program determined to be necessary or appropriate for priorities and allocations support to promote the national defense (see Schedule 1 of 15 CFR 700 for a list of Delegate Agencies, approved programs, and program identification symbols.)

"Delegate Agency" means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

"Defense Priorities and Allocations System (DPAS)" means the regulation published at 15 CFR 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

"Rated Order" means, for the purpose of this contract, a delivery or task order placed by a Delegate Agency under the provisions of the DPAS in support of an approved program and which requires preferential treatment as necessary to meet delivery requirements. This includes orders placed by the Contractor to subcontractors or suppliers for required products, materials, and services resulting from such orders.

(b) Rated Order Requirement.

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority with each other and take preference over unrated orders. All "DX" rated orders take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) Additional information.

Additional information may be obtained at the DOC DPAS web site http://www.bxa.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm or by contacting the designated Administrative Contracting Officer.

552.211-73 MARKING (FEB 1996)

- (a) <u>General requirements</u>. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.
 - (1) <u>Deliveries to civilian activities</u>. Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.
 - (2) <u>Deliveries to military activities</u>. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.
- (b) <u>Improperly marked material</u>. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking,

by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

CHARGES FOR MARKING (FEB 1996)

The rate provided for in paragraph (b) of 48 CFR 552.211-73, Marking, is \$40.00 per man-hour or fraction thereof.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the Contractor.

552.211-77 PACKING LIST (FEB 1996)

ITEM OR GROUP OF ITEMS (special

- (a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Government order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).
- (b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number and (2) the term "Credit Card."

2.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

 ITEMS OR GROUP OF ITEMS
 GOVERNMENT'S STATED
 CONTRACTOR'S NORMAL

 (Special item No. or nomenclature)
 DELIVERY TIME
 COMMERCIAL DELIVERY

 IME
 ALL
 30
 30 Days

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Expedited delivery time

(Special Item No. of nomenclature)	(Hours/Days ARO)			
51 504	As negotiated between the contractor and ordering activity			

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

52.215-71

EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

552.215-72 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)

- (a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:
 - (1) provide information required by this solicitation/contract or otherwise requested by the Government; or
 - (2) submit information that was current, accurate, and complete; or
 - (3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.
- (b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.
- (c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—
 - (1) The amount of the overpayment; and
 - (2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).
- (d) Failure to agree on the amount of the decrease shall be resolved as a dispute.
- (e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

- (3) Increases are requested before the last 60 days of the contract period.
- (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent for products and 4 percent for services of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.



The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

552.216-72 PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE II—SEP 1999)

- (a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.
 - (1) Executive agencies.
 - (2) Other Federal Agencies.
 - (3) Mixed-ownership Government corporations.
 - (4) The District of Columbia.
 - (5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
 - (6) Other activities and organizations autorized by statute or regulation to use GSA as a source of supply.
- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
 - If the Contractor agrees, GSA's Federal Supply Service (FSS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.



- When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.
- (e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.
- (f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.
- (g) The basic content and format of the TPA will be provided by:

General Services Administration
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406

Telephone: (703) 305-7741 FAX: (703) 305-7720

552.216-73 ORDERING INFORMATION (SEP 1999) (ALTERNATE II—SEP 1999)

(a)	In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by either \boxtimes facsimile transmission or \square computer-to-computer Electronic Data Interchange (EDI).				
p)	An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.				
(c)	An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.				
	301-279-9224				
(d)	For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.				
	History Associates Incorporated 300 N. Stonestreet Avenue Rockville, Maryland 20850 Montgomery County				
(e)	Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.				
	YES □ NO ⊠				
	If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating				

dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.



552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)

- (a) Discounts for early payment (hereinafter referred to as "discounts" or "the discount") will be considered in evaluating the relationship of the offeror's concessions to the Government vis-a-vis the offeror's concessions to its commercial customers, but only to the extent indicated in this clause.
- (b) Discounts will not be considered to determine the low offeror in the situation described in the "Offers on Identical Products" provision of this solicitation.
- (c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the "value of funds" rate established by the Department of the Treasury and published quarterly in the Federal Register. The "value of funds" rate applied will be the rate in effect on the date specified for the receipt of offers.
- (d) Agencies required to use the resultant schedule will not apply the discount in determining the lowest delivered price pursuant to the FPMR, 41 CFR 101-26.408, if the agency determines that payment will probably not be made within the discount period offered. The same is true if the discount is considered uneconomical at the time of placement of the order.
- (e) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the Government if payment is made within the discount period specified.
- Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.
- (g) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

552.232-74 INVOICE PAYMENTS (SEP 1999)

- The due date for making invoice payments by the designated payment office is:
 - (1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:



- (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
- (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
- (2) For all other orders, the later of the following two events:
 - (i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
 - (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.
- (3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.
- (b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:
 - (1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).
 - (2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.
 - (3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.
 - (4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.
- (c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.
- (d) Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions--Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.
- (e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment, apply.



PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I—MAR 2000)

(a) Definitions.

"Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

- (b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micropurchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- (d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS:

History Associates Incorporated 300 N. Stonestreet Avenue Rockville, Maryland 20850 Montgomery County

_(b)Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c)All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.



The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

- (1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes
 - (i) The date of sale;
 - (ii) The ordering activity to which the sale was made;
 - (iii) The service or product/model sold;
 - (iv) The quantity of each service or product/model sold;
 - (v) The price at which it was sold, including discounts; and
 - (vi) All other significant sales data.
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and
- (4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privacy of contract between dealers and the Government.

552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

- (a) The following definitions apply in this provision:
 - "Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.
 - "Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.
- (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
- (c) A protest filed directly with the General Services Administration (GSA) must:
 - (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.



- Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

- Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- The following procedures apply to information submitted in support of or in response to an agency protest:
 - The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
 - GSA procedures do not provide for any discovery.
 - The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
 - Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
 - If the agency makes a written response to the protest, the following filling requirements apply unless the deciding official approves other arrangements:
 - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
 - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.

- (6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.
- The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (1) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
- (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION DEC 2004)

- (a) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.
- (b) The Contractor shall provide to the GSA Contracting Officer:
 - (1) Two paper copies of the Authorized FSS Schedule Pricelist; and
 - (2) The Authorized FSS Schedule Pricelist on a common-use electronic medium.
- (c) The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
- (d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized Schedule user, upon request.

552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)

- (a) Several laws, Executive orders and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).
- (b) Definitions. As used in this clause —

Energy-efficient product means a product that—

- (1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR [reg] trademark label; or
- (2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

GSA Advantage! is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.



Other environmental attributes refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

Post-consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

Recovered materials means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903 (19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962 (h)).

Remanufactured means factory rebuilt to original specifications.

Renewable energy means energy produced by solar, wind, geothermal, and biomass power.

Renewable energy technology means—

- (1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or
- (2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.
- (c) (1) The offeror must identify products that—
 - (i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.cpa.gov/cpg/);
 - (ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);
 - (iii) Are energy-efficient, as defined by either ENERGY STAR [reg] and/or FEMP's designated top 25th percentile levels (see ENERGY STAR [reg] at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/);
 - (iv) Are water-efficient;
 - (v) Use renewable energy technology;
 - (vi) Are remanufactured; and
 - (vii) Have other environmental attributes.
 - (2) These identifications must be made in each of the offeror's following mediums:
 - (i) The offer itself.
 - (ii) Printed commercial catalogs, brochures, and pricelists.
 - (iii) Online product website.
 - (iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that is translated into respective icons in GSA Advantage!.



An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

- (1) Participation in a Federal agency-sponsored program (e.g., the EPA and DOE ENERGY STAR [reg] product labeling program);
- (2) Verification by an independent organization that specializes in certifying such claims; or
- (3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

552.238-73 **CANCELLATION (SEP 1999)**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-75 PRICE REDUCTIONS (SEP 1999)

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.
- (b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
 - (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—
 - (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
 - (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
 - (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.
 - (2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- (d) There shall be no price reduction for sales--
 - (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
 - (2) To Federal agencies; or
 - (3) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.
- (e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.
 - The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- (g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.



USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES—COOPERATIVE PURCHASING (JUL 2003)

- (a) If an entity identified in paragraph (b) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:
 - (1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution.
 - (2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)
 - (3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation or order as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.
 - (4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.
 - (5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.
 - (6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.
- (b) If the Schedule Contractor accepts an order from an entity identified in paragraph (b) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), the Contractor agrees to the following conditions:
 - (1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.
 - (2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.
- (c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the contractor must report two dollar values for each Special Item Number:
 - (1) the dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), and
 - (2) the dollar value for sales to entities identified in paragraph (b) of clause 552.238-78.

2.243-72 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)

- (a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).
- (b) Types of Modifications.
 - (1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:
 - (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.
 - (ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.
 - (iii) Information about the new item(s) or the item(s) under the new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.
 - (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedule).
 - (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance.
 - (vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.
 - (vii) Any information requested by 52.212-3(f), Offeror Representations and Certifications—Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act—Balance of Payments Programs—Supplies.
 - (2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.
 - (3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.
- (c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.
- (d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.
- (c) Amendments to Paper Federal Supply Schedule Price Lists.
 - (1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:
 - Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.



- (ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.
- (2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

552.246-73 WARRANTY—MULTIPLE AWARD SCHEDULE (MAR 2000)

- (a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.
- (b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:
 - (1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the Government accepts the product.
 - (2) The Contractor must supply parts and labor required under the warranty provisions free of charge.
 - (3) The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the Government facility for the purpose of repairing the product onsite, during the 90 day warranty period.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Λward Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
 - Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992)

(a)	Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so which standard(s) applies. (Check one).					
	X 1. There are no nationally recognized safety standards, which are applicable to any of the products offered under the solicitation.					
	2.	The safety standard(s) identifi	ow are applicable to the following products offered under this solicitation:			
		Product	Standard			

There are no nationally recognized safety standards, which are applicable to the other products offered (if any).

- (b) The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards. Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.
- (c) Information regarding currently-approved NRTL's may be obtained by writing to the following:

NRTL Recognition Program
Office of Variance Determination
Occupational Safety and Health Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Room N-3653
Washington, DC 20210
(202) 219-7193

C-FSS-412 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

D-FSS-465 EXPORT PACKING (APR 1984)

Offerors are requested to quote, in the pricelist accompanying their offer (or by separate attachment), additional charges or net prices covering delivery of the items furnished with commercial and/or Government export packing. Government export packing, if offered, shall be in accordance with applicable specification for the commodity as specified in the delivery order. If commercial export packing is offered, the offer or pricelist shall include detailed specifications describing the packing to be furnished at the price quoted.

(b) Ordering activities will not be obligated to utilize the Contractor's services for export packing accepted under this solicitation, and they may obtain such services elsewhere if desired. However, the Contractor shall furnish items export packed when such packing is specified on the purchase order.

D-FSS-471 MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1)	Traffic Management	or Trans	portation	Officer	at FINAL	destination.
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- (2) Ordering Supply Account Number
- Account number.
-) Delivery Order or Purchase Order Number.
- 5) National Stock Number, if applicable; or Contractor's item number.
- (6) Box of Boxes.
- (7) Nomenclature (brief description of items

D-FSS-477 TRANSSHIPMENTS (APR 1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification—used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

E-FSS-521-D INSPECTION (MAY 2000)

T-FSS-202-G DELIVERY PRICES (JAN 1994)

- Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.
- (1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mail able articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.
- (2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.
- (3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.
- (b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

	(Yes)	(No)
Alaska		_ <u>X</u>
Hawaii		X
Puerto Rico		X

- (c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:
 - (1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.
 - (2) The right is reserved to ordering agencies to furnish Government bills of lading.
 - a. Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

F-FSS-244-B ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2000)

- (a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.
- (b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.
- (c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order.

ADDITIONAL CHARGE (Per shipping

(NSN's or Special Item Numbers or Descriptive Name of Articles)	container) FOR "DELIVERY WITHIN CONSIGNEE'S PREMISES"

ITEMS

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

crors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUI. 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) I	Domestic:
	NAME Donald Donoghue
	TITLE Director, Finance and Contracts
	ADDRESS 300 N. Stonestreet Avenue. Rockville, Maryland
	ZIP CODE <u>20850</u>
	TELEPHONE NO (301) 279-9697 FAX NO. (301) 279-9224
	E-MAIL ADDRESS ddonoghuc@historyassociates.com
(b) (Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.
	NAME <u>N/A</u>
	TITLE
	ADDRFSS
	ZIP CODE
	TELEPHONE NO. (FAX NO.
	E-MAIL ADDRESS

FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)

- (a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.
- (b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

Contractors shall acknowledge only those orders, which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

G-FSS-920 ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (MAY 2000)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, cordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- (a) When ordering services, ordering offices shall-
 - (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the prices in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other direct charges related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
 - (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
 - (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses.
 - (2) Transmit the Request to Contractors:



- (i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate).
- (ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.
- (3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
 - If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

I-FSS-95 RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS (JUN 2003)

For certain requirements, the Government enters into contracts with multiple contractors for the same or similar services or products. Such contracts frequently contain options that allow the contract to be extended when it is determined to be in the best interest of the Government. Contract extensions may have an impact on the program established by the Government to assist small businesses when there is a change in the status of the Contractor during the contract term.

rior to the time the Contracting Officer exercises an option, the Contractor will be required to re-represent business size status and 8(a) program igibility to the Contracting Officer by completing the applicable portion of 52.212-3, Offeror Representations and Certification—Commercial Items, or 52.219-1, Small Business Program Representations, as applicable to this contract.

(a) When the contract did not result from a small business set-aside:



If a previously awarded small business concern re-represents itself as other then small, an acceptable subcontracting plan must be negotiated with the Contracting Officer if the value of the remainder of the contract option periods exceeds the threshold for a subcontracting plan.

When the contract resulted from a small business set-aside:

If a previously awarded small business concern re-represents itself as other then small, the Contracting Officer shall be precluded from exercising the option.

(c) When the contract resulted from an 8(a) set-aside:

If a previously awarded 8(a) small business concern re-represents itself as other than 8(a), the Contracting Officer shall be precluded from exercising the option.

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)

- (a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.
- (b) Definitions-

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:



- □ Contractor will provide domestic and overseas delivery. (Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
 □ Contractor will provide overseas delivery only. (Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
- ☐ Contractor will provide domestic delivery only.
- (d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)
- (c) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.
 - (2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

e minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than 2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

- (a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34	Submission of Offers in the English Language
52.214-35	Submission of Offers in U.S. Currency
52.247-34	FOB Destination
52.247-38	FOB Inland Carrier, Country of Exportation
52.247-39	FOB Inland Point, Country of Importation
C-FSS-412	Characteristics of Electric Current
D-FSS-471	Marking and Documentation Requirements Per Shipment
D-FSS-477	Transshipments
F-FSS-202-F	Delivery Prices
I-FSS-314	Foreign Taxes and Dutics
I-FSS-594	Parts and Service

FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

- (a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.
- (b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

I-FSS-125 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (SEP 1999)

- (a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall—
 - (1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
 - (2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
 - (3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.
- (b) Vendors may:
 - (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations.)
 - (2) offer the lowest price available under the contract; or
 - (3) decline the order (orders must be returned in accordance with FAR 52.216-19).



A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract..

Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74.

I-FCGE-125a REQUIREMENTS BELOW THE MINIMUM ORDER (AUG 1995)

- (a) An ordering activity may find it advantageous to request a price for a quantity of an individual order below the 25-machine threshold, or in a non-urban area or a combination thereof.
- (b) Within five (5) working days of receipt of an order, vendors may:
 - (1) offer a different price for this requirement (the Price Reduction clause is not applicable to orders placed below the Minimum Order in FAR 52.216-19.)
 - (2) offer the price available under the contract; or
 - (3) decline the order, orders must be returned in accordance with FAR 52.216-19.
- (c) A delivery order that is lower than the maximum order may be placed with the Contractor selected in accordance with FAR. The order will be placed under the contract.

L-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

when the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

- (a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:
 - (1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
 - (2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause I-FSS-600, Contract Price Lists.
 - (3) Performance has been acceptable under the contract.
 - (4) Subcontracting goals have been reviewed and approved.

The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

<u>I-FSS-314</u> FOREIGN TAXES AND DUTIES (DEC 1990)

es offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

- (a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.
- (b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

I-FSS-594 PARTS AND SERVICE (OCT 1988)

- (1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.
- Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.
- Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA	ADDRESS OF SUPPLY AND SERVICE POINT
N/A	

It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

I-FSS-597 GSA ADVANTAGE!TM (SEP 2000)

CEOCD ABILIC ABEA

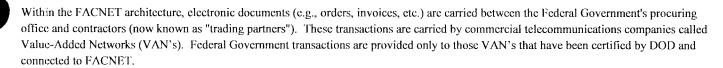
- (a) The Contractor must participate in the GSA *Advantage*. TM online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.
- (b) The Centractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

1-FSS-599 ELECTRONIC COMMERCE—FACNET (APR 1997)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

b) Trading Partners and Value-Added Networks (VAN's).



EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://acq.osd.mil/ec/nwsltr.html.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR), has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration. A list of certified VAN's and software providers is available from the Department of Defense (DOD) by calling 1(800)EDI-3414, or from the world wide web at http://www.acq.osd.mil/ec/van_list.html. Contractors who wish to register without going through a VAN may do so via the INTERNET at http://ccr.edi.disa.mil.

(d) <u>Implementation Conventions</u>.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://snad.ncsl.nist.gov/dartg/edi/fededi.html. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

GSA Advantage!TM.

(1) **GSA** *Advantage*!TM will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. **GSA** *Advantage*!TM enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.
- (2) GSA Advantage!™ may be accessed via the GSA Home Page. The INTERNET address is: http://www.gsa.gov, or http://www.fss.gsa.gov.

I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)

- (a) Electronic Contract Data.
- (1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.
- (2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA Advantage! for further information.
 - (3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.
- (4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at fss.gsa.gov/partnership/. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.
- (5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.
- (b) Federal Supply Schedule Price Lists.
- (1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).
 - (2) The Contractor must prepare a Federal Supply Schedule Price List by either:
- (i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or
- (ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".
- (3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

Federal Supply Service

Authorized Federal Supply Schedule Price List

line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are allable through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

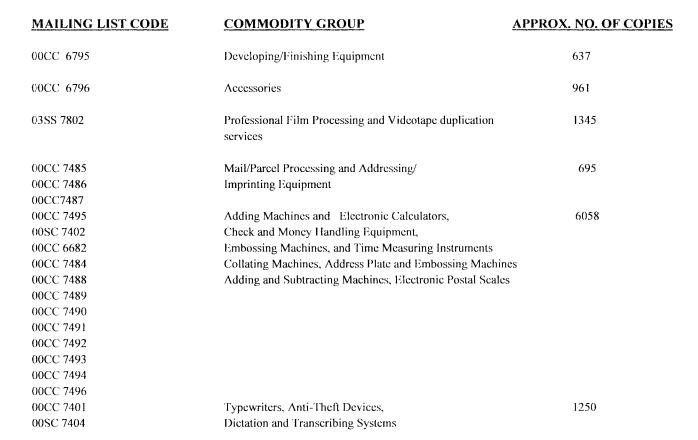
Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

- (ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.
 - 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
- Ic. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.
 - 2. Maximum order.
 - 3. Minimum order.
 - 4. Geographic coverage (delivery area).
 - 5. Point(s) of production (city, county, and State or foreign country).
 - 6. Discount from list prices or statement of net price.
 - 7. Quantity discounts.
 - 8. Prompt payment terms.
 - 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
 - 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
 - 10. Foreign items (list items by country of origin).
 - 11a. Time of delivery. (Contractor insert number of days.)
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this cice list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

- 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and dvise agencies that they can also contact the Contractor's representative to effect a faster delivery.
 - 12. F.O.B. point(s).
 - 13a. Ordering address(es).
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
 - 14. Payment address(es).
 - 15. Warranty provision.
 - 16. Export packing charges, if applicable.
 - 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
 - 18. Terms and conditions of rental, maintenance, and repair (if applicable).
 - 19. Terms and conditions of installation (if applicable).
 - 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
 - 20a. Terms and conditions for any other services (if applicable)
 - 21. List of service and distribution points (if applicable).
 - 22. List of participating dealers (if applicable).
 - 23. Preventive maintenance (if applicable).
 - 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
 - 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
 - 25. Data Universal Number System (DUNS) number.
 - 26. Notification regarding registration in Central Contractor Registration (CCR) database.
- (4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.
- (5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.
- (6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, intract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law--including onetary recovery.
- (7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center**, **Bldg. No. 4**, **1500 E. Bannister Road, Kansas City, MO 64131**.

MAILING LIST CODE	COMMODITY GROUP	APPROX. NO. OF COPIES
00CC 3685, 3687	Analog, digital and digital multi-functional* copiers, cost-per-copy and flat-rare monthly* copying plan; and duplicators*	1748
00CC 3682	Document conversion services, document production on-site and off-site services, record management services, education and training support services, need assessment and analysis services, destruction services (e.g. shredding services), litigation support services, photographic services (e.g. film, imaging & digi multimedia duplication and conversion services, web-site photo and storage services, products support pro for all photographic products & services,	
00SC 7331	Mail Management Services	1000
00CC 7487, 3690, 3693,	Post/Finishing Equipment, Paper Handling Equipment an	d Shredding Machines
00CC 1394, 3694, 3695, 3697		
00CC 6789, 6788, 6787,	Optical imaging systems and associated	
00CC 828 6785, 6784	Network Imaging, Optical Systems	
	Multimedia Readers and Reader Printers	
00CC 6701	Photographic Preparation	632
00CC 6702	Photographic Film and Plates	1053
00CC 6703	Photographic Paper	716
00CC 6630	Industrial Radiography x-Ray	506
00CC 6630	Film, Paper & Processing Machines	506
00CC 6750	Microfiche Film, Paper and Chemical	9
00CC 6751	Reader – Printers and Accessories	15
00CC 6790	Supplies	1575
00CC 6791	Still Picture Cameras	652
00CC 6792	Projection Equipment	1515
00CC 6793	Motion Picture Cameras	844
00CC 6794	High Intensity Lighting	636



I-FSS-624 OFFICE COPIER UTILIZATION GUIDELINES (MAY 2000)

Ordering offices using this Federal Supply Schedule should select the appropriate and most economical copier equipment and/or plans for the application intended. The selection process should include a review of the functional and financial advantage of all available copying processes. FAR 7.4, Equipment Lease or Purchase, provides guidance in determining whether equipment should be acquired by lease or purchase; (FAR 8.404 provides ordering procedures applicable to Federal Supply Schedules.

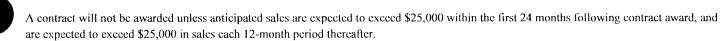
Pursuant to a recommendation of the General Accounting Office and in order to assist ordering offices in this evaluation, office copying machine contractors are requested to include in their authorized pricelists specific factual and objective information concerning the productivity and supply use associated with each copier. Such information should relate to the price of equipment and/or plans, price of supplies, rates of consumption, machine production rate, etc., and may include price-per-copy computations. The information furnished should be predicated upon equipment and supplies at prices awarded on the schedule contract. Supply costs should be based on the use of supplies offered by the Contractor for the specific model. Contractors should state all assumptions and the basis for their calculations.

The principal value of the information requested will be to expedite the selection of the appropriate and most economical equipment and/or plan. This will largely depend upon the clarity and reliability of the information furnished. The Contractor should state that all calculations are his own and that he is solely responsible for their accuracy.

I-FSS-626 SERVICE POINTS (AUG 1986)

fferors are required to include in their pricelists the names and addresses of supply and service points and indicate whether they are stocking or cryice points, or both.

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)



(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the r esulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate informatio n.

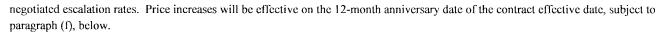
I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (JAN 2002)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
 - (1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on



- (2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.
- (c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.
- (d) Conditions of Price change requests under paragraphs b(2) and c above.:
 - (1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).
 - (2) Increases are requested before the last 60 days of the contract period, including options.
 - (3) At least 30 days elapse between requested increases.
 - (4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent of the contract unit price for products and shall not exceed 4 % for services, in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:
 - (1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.
 - (2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.
- (f) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;
 - (2) Negotiate more favorable prices when the total increase requested is not supported; or,
 - (3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the



Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

- *Brian W. Martin, PhD President, (301) 279-9697, bmartin@historyassociates.com
- *Kenneth D. Durr, PhD Executive Vice President, (301) 279-9697, kdurr@historyassociates.com
- **Julie Akers Vice President, Contracts w/Federal Schedules, Inc., (703) 709-8700, jakers a fedsched.com
- **Thomas McCrary Executive Account Manager w/Federal Schedules, Inc., (703) 709-8700, tmccrary @fedsched.com
- **Jeromy Block Contracts Specialist w/Federal Schedules, Inc., (703) 709-8700, jblock@fedsched.com

The following (*) may (**) may not commit the company.

K-FSS-9 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (SEP 2000)

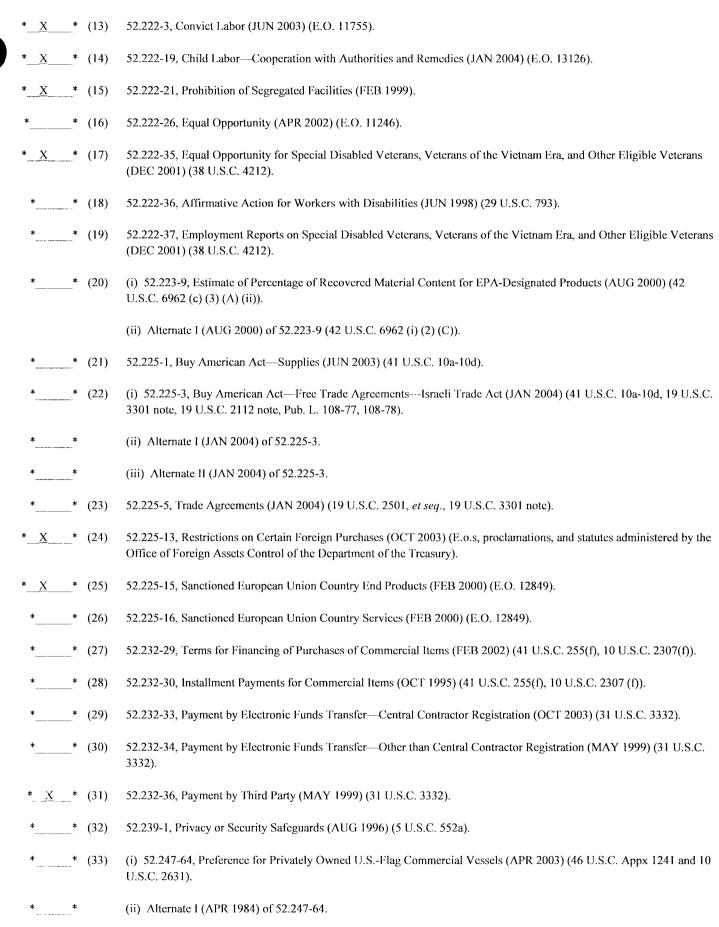
The Offeror represents that it is \square is not \boxtimes a current 8(a) Business Development Program participant, and that it wishes to be designated as such on the FSS Schedules E-Library and GSA <i>Advantage</i> ? as well as the Federal Procurement Data System (FPDS).
CONTRACTOR NAME: <u>History Associates Incorporated</u>
DATE: <u>July 17, 2007</u>

2.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2004)

(a)	The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by
	reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	(1) 52.233-3, Pro	test After Award (AUG 1996) (31 U.S.C. 3553).
(b)		Il comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this see to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer e.]
	* <u>X</u> * (1)	52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
	** (2)	52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
	** (3)	52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
	** (4)	(i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
	**	(ii) Alternate I (MAR 1999) of 52.219-5.
)	**	(iii) Alternate II (JUN 2003) of 52.219-5.
	** (5)	(i) 52.219-6, Notice of Total Small Business Sct-Aside (JUN 2003) (15 U.S.C. 644).
	**	(ii) Alternate I (OCT 1995) of 52.219-6.
	** (6)	(i) 52.219-7, Notice of Partial Small Business Sct-Aside (JUN 2003) (15 U.S.C. 644).
	**	(ii) Alternate I (OCT 1995) of 52.219-7.
	* <u>X</u> * (7)	52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d) (2) and (3)).
	** (8)	(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)).
	* *	(ii) Alternate I (OCT 2001) of 52.219-9.
	**	(iii) Alternate II (OCT 2001) of 52.219-9.
	* <u>X</u> * (9)	52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637 (a) (14)).
	** (10)	(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
	* *	(ii) Alternate I (JUN 2003) of 52.219-23.
	** (11)	52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
	** (12)	52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-

355, section 7102, and 10 U.S.C. 2323).



- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
 - *__X__* (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
 - *_X___* (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - * X * (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - * (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - * X * (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).
 - (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than scaled bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
 - (c) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (e) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (f) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (g) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (h) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
 - (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.



CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a)	Provision	<u>1S.</u>	
	*	*	552.223-72 Hazardous Material Information
<u>(b)</u>	Clauses.		
	*	*	552.223-70 Hazardous Substances
	*	*	552.223-71 Nonconforming Hazardous Material
	*	*	552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped
	*	*	552.238-72 Identification of Products That Have Environmental Attributes

DOCUMENTS, EXHIBITS, OR ATTACHMENTS

CSF	P-1	COMMERCIAL SA	ALES PRACTICES	S FORMAT		
Name	of Offeror <u>His</u>	story Associates Incorporated				
SIN <u>5</u>	1 504					
		o clause 552.212-70, PREPARA the following information for ea				formation concerning
(1)	or the offerors December 31,	llar value of sales to the general last fiscal year: (b) (4) 2006. In the event that a dollar m(s). *SIN 51 504 (b) (4)	State begining and endin value is not an appropriate	g of the 12 month per	riod. Beginning January 1,	2006 Ending
	you currently l	al projected annual sales to the C mold a Federal Supply Schedule is under that contract.				
\		4	(b) (4) \$ \$; ;		
	the discounts a combination) of	written discounting policies (stand any concessions which you conferred to any customer acquiring concession" and "discount" in 5:	offer the Government equal g the same items regardless	to or better than your	best price (discount and c	oncessions in any
(4)	policies) instruction	n your written discounting polici , provide information as request ons at Figure 515.4-2, which is p low or in an equivalent format de	ed for each SIN (or group or provided in this solicitation	of SINs for which the for your convenience	information is the same) in . The information should	accordance with the be provided in the
Colur Custo	nn 1— mer	Column 2— Discount	Column 3— Quantity/Volume	Column 4— FOB Term	Column 5— Concessions	
See a	ttached					
	(b) Do any o	deviations from your written pol-	icies or standard commerci	al sales practices disc	losed in the above chart ev	er result in better

discounts (lower prices) or concessions than indicated? YES X NO . . If YES, explain deviations in accordance with the

If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers' information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer's sales under any resulting contract are expected to exceed

instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

Customer or Category of Customer	COLUMN 2 Standard	COLUMN 3 Standard Quantity or	COLUMN 4 FOB	COLUMN 5 Concessions
	Discount	Volume of Sales Discounts	Delivery lerm	
Distributors (sells only to Dealers/Resellers)	DOES NOT SE	DOES NOT SELL TO THIS CLASS OF CUSTOMER	TOMER	
Dealers/Resellers (resell to end users)	DOES NOT SE	DOES NOT SELL TO THIS CLASS OF CUSTOMER	TOMER	
VAR/Systems Integrators	DOES NOT SE	DOES NOT SELL TO THIS CLASS OF CUSTOMER	TOMER	
Original Equipment Manufacturers	DOES NOT SE	DOES NOT SELL TO THIS CLASS OF CUSTOMER	TOMER	
State & Local Governments	2-14%	NONE	ORIGIN	NONE
Educational Institutions and Non-profit	2-14%	NONE	ORIGIN	NONE
National Accounts	%0	%0% NONE	ORIGIN	NONE
End Users	DOES NOT SE	DOES NOT SELL TO THIS CLASS OF CUSTOMER	TOMER	
Proposed: GSA Discounts	3-15%	NONE	DESTINATION NONE	NONE

NON-STANDARD DISCOUNTING STATEMENT:

standard practices resulting in more favorable discounts than indicated on the Commercial Sales Practices Chart. Such deviations may commercial sector without compromising the quality of goods and/or services delivered. Offeror may on occasion deviate from our Offeror establishes fair and reasonable pricing based upon extensive analysis and continues to maintain a competitive edge in the include, but are not limited to:

- Offeror is willing to consider offering Ordering Activities the same non-standard discounts offered to commercial customers should the Goodwill discounts to charity or non-profit organizations
 Compensating an otherwise disgruntled customer or resolving a dispute
 Sales or accounts that exceed the GSA established maximum order threshold for this Solicitation

circumstances listed above apply.



\$500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer's sales records for the purpose of verifying the information submitted by the manufacturer. The information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

- (a) Manufacturer's Name
- (b) Manufacturer's Part Number
- (c) Dealer's/Reseller's Part Number
- (d) Product Description
- (e) Manufacturer's List Price
- (f) Dealer's/Reseller's percentage discount from List Price or net prices

Figure 515.4-2—Instructions for Commercial Sales Practices Format

If you responded "YES" to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best discount. If you responded "NO" complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price (discounts and concessions in combination) that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a discount which equals or exceeds the discount(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

Column 1—Identify the applicable customer or category of customer. A "customer" is any entity, except the Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not limited to original equipment manufacturers, value added resellers, state and local governments, distributors, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), dealers, national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's discount policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

Column 2—Identify the discount. The term "discount" is as defined in solicitation clause 552.212-70, Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis of your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

Column 3—Identify the quantity or volume of sales. Insert the minimum quantity or sales volume which the identified customer or category of stomer must either purchase/order, per order or within a specified period, to earn the discount. When purchases/orders must be placed within a secified period to earn a discount indicate the time period.

Column 4—Indicate the FOB delivery term for each identified customer. See FAR 47.3 for an explanation of FOB delivery terms.

Column 5—Indicate concessions regardless of quantity granted to the identified customer or category of customer. Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond "YES" to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes.

If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

- Federal Supply Schedule contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.
- These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPA's are permitted under all Federal Supply Schedule contracts.
- Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule contract.
- Participation in a Team Arrangement is limited to Federal Supply Schedule contractors.
- Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- ***** The customer identifies their requirements.
- Federal Supply Schedule contractors may individually meet the customers needs, or -
- Federal Supply Schedule contracts may submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

CONTRACTOR TEAM ARRANGEMENTS AND FEDERAL SUPPLY SCHEDULES

In the spirit of the Federal Acquisition Streamlining Act, all Federal agencies have been encouraged to facilitate innovative contracting/acquisition approaches. FAR Part 1.102 provides Guiding Principles on the Federal Acquisition System, outlining what the System will achieve—

- Satisfy the customer (cost, quality and timeliness of delivery)
- Maximize use of commercial products and services
- Consider contractor's past performance
- Promoting competition
- Minimize administrative costs
- Conduct business with integrity, fairness and openness
- Fulfill public policy objectives

The Federal Supply Schedule program is a source that customers may use to achieve what the System has outlined for Acquisition Teams to follow.

Each member of the "Acquisition Team" is to exercise personal initiative and sound business judgment and is responsible for making acquisition cisions that deliver the best value product or service to meet the customers' needs. FAR 1.102-4 further empowers Government Team members to ke acquisition decisions within their areas of responsibility including selection, negotiation and administration. The contracting officer has the authority to the maximum extent practical, to determine the applications of rules, regulations, and policies.

In light of these changes, Federal Supply Schedule customers may refer to FAR 9.6 - Contractors Team Arrangements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. Customers are encouraged to review this section and should note this is permissible after contract award. Team Arrangements combined with the Federal Supply Schedule Program provide Federal customers a powerful commercial acquisition strategy.



If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

52.233-1 DISPUTES (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.



The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration/FSS

- *National Furniture Center
- *Crystal Mall # \$, Room 403
- *Washington, DC 20406
- *Attn: Arthur Hackney*
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)

- (a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.
 - Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.
- (b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single res ponse covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items refere need.
- (c) Provide information described below for each SIN:
 - (1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.
 - (2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.
 - (3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option or edits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.
 - (4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.
 - (5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

552.219-72

PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (SEP 1999)

- (a) An offeror, other than a small business concern, submitting an offer that exceeds \$500,000 (\$1,000,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial products plan.
- (b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, and women-owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract. An offeror submitting a commercial products plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.
- (c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:
 - (1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns in performing the contract.
 - (2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.
 - (3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.
 -) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:
 - (1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.
 - (2) Consider previous goals and achievements of contractors in the same industry.
 - (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, IIUBZone small, small disadvantaged, and women-owned small business concerns.
 - (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.
- (e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.



A.3 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

Effective October 1, 2000, GSA switched from the Standard Industrial Classification System (SIC) to the North American Industry Classification System (NAICS) for Federal acquisitions. NAICS is a new system developed to classify industries in more detail that the 1987 SIC system. NAICS codes will be used throughout Federal acquisition in the same manner as the SIC codes were previously used.

The Small Business Administration (SBA) has amended its regulations to convert small business size standards from the SIC system to NAICS. The Federal Acquisition Regulation (FAR) is being amended to incorporate the change effective the same date.

When converting the SIC to NAICS codes, SBA applied consistent guidelines for the purpose of determining small business size standards. However, there does exist a possibility that the conversion may cause a change in business size. If this happens, remember the contractor's business size remains the same for the life of the contract.

b. Below is a conversion chart for SIC to NAICS and the corresponding size standard.

sic	SIC DESCRIPTION	SIZE	naics	NAICS DESCRIPTION	SIZE
		500	337214	Office Furniture, Except Wood	500
				Manufacturing	
2542	Office and Store Fixtures, Partitions,	500	337215	Showcases, Partitions, Shelving and	500
	Shelving, and Lockers, Except Wood			Lockers Manufacturing	
2759	Commercial Printing, NEC	500	323113	Commercial Screen Printing	500
			323114	Commercial Quick Printing	500
			323115	Commercial Digital Printing	500
<u></u>			323119	Other Commercial Printing	500
3559	Special Industry Machinery, NEC	500	333293	Industrial and Commercial Machinery	500
				Equipment, NEC	
			333220	Special Industry Machinery, NEC	500
3578	Calculating and Accounting	1,000	333313	Office Machinery Manufacturing	500
	Machines Except Electronic				
	Computers				
3579	Office Machines, NEC	500	333313	Office Machinery Manufacturing	500
7334	Photocopying and Duplicating	\$5.0	323114	Commercial Quick Printing	\$5.0
	Services		561439	Other Business Service Centers	\$5.0
				(Including Copy Shops)	
7359	Equipment Rental and Leasing, NEC	\$5.0	532299	All Other Consumer Goods Rental	\$5.0
			532420	Office Machinery Equipment Rental and	\$5.0
				Leasing	
7375	Information Retrieval Services	\$18.0	514191	On-Line Information Services	\$18.0
7389	Business Services, NEC		491110	Postage Services	
			514199	All Other Information Services	
			561499	All Other Business Support Services	
7812	Motion Picture and Video Tape	\$21.5	512120	Motion Picture and Video Distribution	\$21.5
	Production				
8111	Legal Services	\$5.0	541110	Office of Lawyers	\$5.0
8243	Data Processing Schools	\$5.0	611519	Other Technical & Trade Schools	\$5.0
8713	Surveying Services	\$5.0	541370	Surveying and Mapping Services	
8742	Management Consulting Services	\$5.0	541611	Administrative Management and General	\$5.0
				Management Consulting Services	
8744	Facilities Support Management	\$5.0	561210	Facilities Management Services	\$5.0
	Services			_	
8999	Services, NEC	\$5.0	514199	All Other Information Services	\$5.0

SPECIAL ITEM NUMBERS (SINs)	NAICS	NAICS DESCRIPTION
165 205	337215	Showcases, Partitions, Shelving and Lockers Manufacturing
51 208, 51 229,	323113 323114 323115 323119	Commercial Screen Printing Commercial Quick Printing Commercial Digital Printing Other Commercial Printing
51 B36 2a, 51 100, 51 100c, 51 100f, 51 56	333293 333220	Industrial and Commercial Machinery Equipment, NEC Special Industry Machinery, NEC
47 147, 47 355, 50 147, 50 163, 50 180, 51 1001, 50 7002	333313	Office Machinery Manufacturing
20 220,, 20 300, 51 101 7, 51 402, 51 409	333315	Photographic and Photocopying Equipment Manufacturing
51 57, 51 55, 51 58, 51 58a, 51 58b, 51 208	532299 532420	All Other Consumer Goods Rental Office Machinery Equipment Rental and Leasing
51 504, 51 506	514191	On-Line Information Services

SPECIAL ITEM NUMBERS (SINs)	NAICS	NAICS DESCRIPTION
A 507	514210	Data Processing Services
51 508	541110	Office of Lawyers
51 503	611519	Other Technical & Trade Schools
51 501	541370	Surveying and Mapping Services
51 501	541611	Administrative Management and General Management Consulting Services
51 505, 51 504	561210	Facilities Management Services
51 57, 51 208,	514199	All Other Information Services
N.E.C. – NOT ELSEWHERE CLASSIFIED		



ESTIMATED SALES (NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.
- (b) The request will include—
 - (1) Notice that discussions are concluded;
 - (2) Notice that this is the opportunity to submit a final proposal revision;
 - (3) The specified cutoff date and time;
 - (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.
- (c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.
- (d) It is the Contracting Officer's desire to conclude negotiations by 45 days within 45 days after offer receipt.

L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)

(a) Definition.

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product—within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract—that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

- (b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.
- (c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.
- (d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

Technical proposals will be evaluated as specified in this solicitation. The information provided shall be concise, specific, and complete, and shall amonstrate a thorough understanding of the requirements as described in the Statement of Work of the Solicitation. To facilitate evaluation of posals, all proposals must follow the same outline using as a guide the instructions stated herein. THIS TECHNICAL PACKAGE SHALL NOT MAKE REFERENCE TO PRICING DATA—THIS PACKAGE SHALL BE EVALUATED SOLELY ON TECHNICAL MERITS.

The Technical Proposal is the primary determining factor of offeror's ability to perform. In order to assure completeness and responsiveness to all requirements of this RFP, the proposal shall have a checklist matrix indicating the specific locations of all responses to the Government's various requirements. It is required that the following Technical Factors described below be addressed in the technical proposal:

Technical Factors:

Technical Factor #1 - Understanding the Requirement:

Describe your management concept theory as it relates to the service offered

Address your organization's overall understanding of the service being offered including, knowledge, skills, and resources.

Include a brief narrative of the service(s) offered.

Address each step or phase of your organization's approach to implement the service being offered.

Describe your company's ability to provide the necessary resources in implementing the service offered.

Technical Factor #2 – Management Capabilities

Offers must:

Describe three projects by the corporate office of professional staff that have been accomplished within the last three years. Include a point of contact and telephone for each one.

Identify and describe the duties of the key personnel, if any, the operational staff, and the support staff as it relates to the service being offered.

Technical Factor #3 – Past Performance

Offerors must:

Complete the Dun & Bradstreet (D&B) past performance evaluation forms (see forms under Documents, Exhibits, or Attachments) and fax them to 610-882-7295, telephone 610-882-7741.

Include one copy of the completed attachments with your offer to GSA.

If an offeror's firm or organization has no relevant corporate experience, then the offeror is not required to submit past performance information to D&B. However, the Offeror is required to submit information about their individual personal experience. The information should be included in the proposal and should identify agencies or firms, including names and telephone numbers of an individual in the agency's' or firms' program office, as well as line managers for whom work was performed. This information may be used to verify information provided in the narrative/summaries.



Evaluation

552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997) (ALTERNATE I—AUG 1997)

- (a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- (c) The Government reserves the right to award only one contract for all or a part of a manufacturer's product line. When two or more offerors (e.g., dealers/resellers) offer the identical product, award may be made competitively to only one offeror on the basis of the lowest price. (Discounts for early payment will not be considered as an evaluation factor in determining the low offeror). During initial open season for an option period, any offers that are equal to or lower than the current contract price received for identical items will be considered. Current contractors will also be allowed to submit offers for identical items during this initial open season. The current contractor which has the identical item on contract will be included in the evaluation process. The Government will evaluate all offers and may award only one contract for each specified product or aggregate group.

EVALUATION FACTOR – APPLIES TO SINS:

- SIN 51-501, Needs Assessment and Analysis Services
- SIN 51-503, Education and Training Support Services
- SIN 51-504, Record Management Services
- SIN 51-505, Document Production Services
- SIN 51-506, Document Conversion Services
- SIN 51 507; Destruction Services
- SIN 51-508, Litigation Support Services
- SIN 51-509, Network Connectivity Support Services
- SIN 733 1, Mail Room Administrative Support
- SIN 733 2, Mail Presort
- SIN 733 3, Miscellaneous Mail Services
- SIN 733 4, List Management Services
- SIN 733 5, Mail Room Ergonomic Analysis Services
- SIN 733 6, Mail Screening and Inspection Services

The Government will evaluate Technical Factors as stated below as "go or no-go" basis. If factor One, Two or Three is determined to be "no-go", then the evaluation of that proposal will conclude and the offer will be returned without being further evaluated.

The evaluation factors are as follows:

Factor #1 - Understanding Requirements:



A determination will be made as to what the offeror proposes in accordance with the service as described in the statement of work. The Government will evaluate the offeror's demonstrated understanding, knowledge, experience, and practices in performing the service proposed.

Factor #2 – Management Capabilities:

The evaluation shall focus on the offeror's corporate approach to accomplishing the agency's task. A determination will be made as to bether the offeror has the capability to manage and supervise the assigned staff in an effective and efficient manner. Evaluation will made on the offeror's ability to manage workload and timeliness as it pertains to the service offered.

Factor #3 - Past Performance:

The evaluation shall focus on the offeror's background experience and actual performance relating to the service offered. Dun & Bradstreet Information Services (D&B) will collect the information that will be utilized in evaluating an offeror's past performance based on information provided in the Past Performance Evaluation Report found in the section titled "Documents, Exhibits, or Attachments".

The references listed must reflect those customers for whom the offeror performed work within the scope of the service offered. The decision as to whether an offeror's Past Performance history is satisfactory is based on the results of the D&B's Supplier Performance Review factors. The Performance Scale is as follows:

1 – Exceeds Expectations

2

3 - Meets Expectations

4

5 – Below Expectations

A rating of one (1), two (2), or three (3) for each factor below is considered satisfactory. The Government will investigate with the offeror, D&B and/or the customer a rating of four (4). A rating of five (5) will be considered unacceptable, and the offer will be returned without further consideration.

The D&B Supplier performance Review summaries will be based on:

- 1. Overall Rating Overall satisfaction with service performed.
 - Timeliness Service is rendered within timeframe specified on task order.'
- 3. Problem Responsiveness Responsiveness to any service problem.
- . Quality of Service Level of the quality of the service performed.
- 5. Attitude of Personnel Personal interactions between offeror and customer personnel.
- 6. Total Cost Promised total cost of service versus any additional incurred costs.

-FSS-FCGE-500 EVALUATION FACTORS FOR AWARD (June 2001)

The Government will make an award to the responsible offeror(s) whose offer conforms to the solicitation, is determined to be technically acceptable, and whose prices are determined to be fair and reasonable.

The Government will evaluate Technical Factor for technical acceptability on each Special Item Number (SIN) offered. If any Technical Factor is determined to be "technically unacceptable", then the evaluation of that SIN will conclude and the offer will not be further evaluated for that SIN.

Once a proposal has been determined to be "technically acceptable" on Factor One, then Technical Factor Two will be evaluated to determine if the offeror's Past Performance history is satisfactory.

Offerors who have submitted technically acceptable proposals will then be evaluated for price reasonableness.

M-FSS-FCGE-503 EVALUATIONS BY ORDERING AGENCIES AFTER AWARD

Ordering agencies are encouraged by GSA, prior to placing an order with a contractor, to conduct an evaluation to determine that a best value purchase is made specific to the task. This could entail the ordering agency—

- * Requiring resumes of personnel proposed to do work under the task
- Requiring technical proposals to determine each offeror's understanding of the requirements
- Requiring information relevant to gauge experience of the firm in providing the service
- Requiring price and/or technical proposals from teams/partners in order to determine overall best value for the entire scope of work projected

[COMPANY XXX]

SMALL BUSINESS SUBCONTRACTING PLAN

(For informational purposes only. The following outline meets the minimum requirements as imposed by Section 8(d) of the Small Business Act, and meets the minimum requirements of the Federal Acquisition Regulation (FAR) Subpart 19.7. This model plan is intended to be used as a guideline. It is not intended to replace any existing corporate plan which may be more extensive. If assistance is needed to locate small business sources, contact the Office of Small Business Utilization at 18th and F Streets, NW, Washington, DC 20405 (Phone: (202) 501-1021; Fax (202) 208-5938), or access the Central Contractor Registration (CCR) Dynamic Small Business Search database at www.ccr.gov.)

I. IDENTIFICATION DATA:

Company Name:	
Address:	
Date Prepared:	
<pre>Item/Service:</pre>	
Solicitation Number:	
Contract Number:	
Estimated Contract Value/Estimated Sales:	(Basic or Option) \$
Individual Contract Period:	
(insert dates) Base:	Option:
Commercial Plan Period:	

II. TYPE OF PLAN: (Check only one)

COMMERCIAL PLAN: Covers the offeror's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) Used when the company sells large quantities of commercial items to many Government agencies, and goals are negotiated on a company-wide basis. Plan is done annually, effective during the company's fiscal year, approved by the first Federal agency awarding a contract for commercial supplies/services during the contractor's fiscal year, and is applicable to every additional Federal contract for commercial supplies/services awarded to that contractor during the same fiscal year. A new plan must be obtained and approved 30 days prior to the expiration of the current plan. The contractor must provide a copy of the approved plan to each agency contracting officer responsible for an ongoing contract subject to the plan.

INDIVIDUAL CONTRACT PLAN: Covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting and purchasing in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract. GSA requires that goals be re-negotiated for each option period.

INDIVIDUAL CONTRACT PLAN INCORPORATING MASTER PLAN: A Master plan containing all the required elements of an individual contract plan, except goals, may be incorporated into an individual contract plan providing the master plan has been approved (and the approval document from the approving agency is attached). A master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of that contract.

III. GOALS:

A. (For information only, FAR 19.704(a)(1) requires separate dollar & percentage goals for using small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns as subcontractors; and a statement of the total dollars planned to be subcontracted and total dollars planned to small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns. NOTE: The dollar amounts planned for subcontracting to SB, HUBZ, SDB, WOSB, VOSB, and to SDVOSB's must be expressed as percentages of the total subcontracting dollars as shown below.) Commercial plans will always reflect annual company wide goals. Individual plans will reflect contract goals for either the Base contract period or the respective Option period(s). Remember that renewal of options are not guaranteed by the government.)

[Company XXX] provides the following separate dollar and percentage goals for small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns. These goals are a percentage of the total subcontracting dollars.

1.		<pre>llars planned to be sube (large and small):</pre>	contracted	; i.e. to all types o	£
	Base Contract: Or Option Period:	\$\$	equals 10	00% subcontracted	
2.	Planned subcontrac other than small):	ting to large business	concerns (those classified as	
	Base Contract: Or Option Period:	\$\$	=	% of total % of total	
		ting to all small busing plus any OTHER small be			:
	Base Contract:	\$	males.	% of total	
	Or Option Period:	\$ \$		% of total	
4.	Planned subcontrac	ting to hubzone small be	usiness co	ncerns:	
	Base Contract:	\$	=	% of #1 total dolla	rs
	Or Option Period:	\$\$	-	% of #1 total dolla	rs
5.	Planned subcontrac	ting to small disadvant	aged busine	ess concerns:	
	Base Contract:	\$	-	% of #1 total dolla	rs
	Or Option Period:	\$	=	% of #1 total dollar	rs

6.	Planned subcontrac	ting to women-owned smal	1 business	C	onc	ern	s:	
	Base Contract: Or Option Period:	\$\$	=					dollars dollars
7.		ting to veteran-owned sm eteran-owned small busir		:SS	CO	nce	rns (i	ncludes
	Base Contract: Or Option Period:	\$	=	_				dollars dollars
8.	Planned subcontrac concerns (subset c	ting to service-disable f VOSB above) is:	l veteran-o	wn	ed	sma	11 bus	iness
	Base Contract: Or Option Period:	\$ \$	=					dollars dollars
suļ	oplies and services to be s	4R 19.704(a)(3) requires a <u>descr</u> ubcontracted and an <u>identification</u>	on of the types	pla	ınne	d for	r subcon	tracting to

supplies and services to be subcontracted and an <u>identification</u> of the types planned for subcontracting to SB, HUBZ, SDB, WOSB, VOSB, and to SDVOSB concerns.) Check all that apply below, ensuring that at least one item is indicated for each column.

The principal types of supplies and/or services that $[{\tt Company~XXX}]$ anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Business Category or Size

Supplies/Services	Large	Small	HUBZ	SDB	WOS B	VOS B	SDVOS B



C. (For information only, FAR 19.704(a)(4) requires a <u>description</u> of the method used to develop the subcontracting goals above. Explain the method used and state the <u>basis for establishing</u> your proposed goals; provide <u>justification</u> for any low goal(s); state how the areas to be subcontracted to SB, HUBZ, SDB, WOSB, VOSB; and to SDVOSB concerns were determined, and how the capabilities of each were determined.)

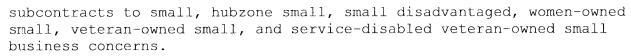
[Company XXX] used	the following method	to develop the sub	contracting goals:	

D. (For information only, FAR 19.704(a)(5) requires a <u>description</u> of the method used to identify potential sources for solicitation purpose. Identify all source lists used in the determination below, including various web sites or agencies and organizations contacted.)

[Company XXX] identifies potential subcontractors using the following source lists and organizations:

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included indirect costs in esta	R 19.704(a)(6) requires a statement as to ablishing subcontracting goals, and a <u>desa</u> share of indirect costs to be incurred with	cription of the method used to
in the dollar and perd	costsHAVE BEEN (or) centage subcontracting goals st nead portion was based on the f	tated above. If included
IV. PROGRAM ADMINIST	RATOR:	
subcontracting program. Please p person, position within the corpore responsible for this subcontracting Name:	94(a)(7) requires information about the company rovide the name, title, address, telephone numbe ate structure, and list of duties of that employee. It plan, in case of questions. Consultants used as	er, fax number and/or email of this Provide an alternate point of contact contacts are welcome.)
Title/Position:		
Address.		
rerephone number.		
rax Machine number.		
Email Address:	ntact information:	

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and



- B. Developing and maintaining bidders' lists of small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns from all possible sources.
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
- D. Assuring that small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for supplies and services they are capable of providing.
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses.
- F. Reviewing subcontract solicitations to remove statements, clauses, etc. which might tend to restrict or prohibit small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses.
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses.
- H. Overseeing the establishment and maintenance of contract and subcontract award records.
- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- J. Directly or indirectly counseling small, hubzone small, small disad-vantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare bids to the company.
- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, or service-disabled veteran-owned small business, for the purpose of obtaining a subcontract that is to be included in any part of the contractor's goals contained in this plan. Small disadvantaged and hubzone small business concerns shall provide a copy of their Small Business Administration (SBA) certification.
- (Each SB, WOSB, VOSB, and SDVOSB concern on record as a potential subcontractor shall complete a self-certification form stating their business size. A penalties clause for falsifying information will also be on the form according to the legal statute 15 U.S.C. 645(d). Note, the following notice will read near the business owner's signature. "NOTICE: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be

punishable by imposition of a fine, imprisonment, or both, (2) be subject to administrative remedies, and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.")

- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
- M. Developing and maintaining an incentive program for buyers, that supports the subcontracting program.
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
- O. Preparing and submitting timely reports.
- P. Coordinating the company's activities during compliance review by Federal agencies.

V. EQUITABLE OPPORTUNITY:

(For information only, FAR 19.704(a)(8) requires a <u>description</u> of the efforts the contractor will make to ensure that SB, HUBZ, SDB, WOSB, VOSB, and SDVOSB concerns have an equitable opportunity to compete for subcontracts.)

[Company XXX] will make every effort to ensure that small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities (please indicate which ones apply or provide your own personalized list of efforts):

A. Outreach efforts to obtain sources:

	Contacting minority and small business trade associations Contacting business development organizations Requesting sources from the Central Contractor Registration (CCR), Dynamic Small Business Search, which integrated data from the previous SBA PRO-Net database Attending small and minority business trade fairs and procurement conferences
В.	Internal efforts to guide and encourage purchasing personnel:
	Presenting workshops, seminars and training programs Establishing, maintaining and using small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service- disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts Monitoring activities to evaluate compliance with the subcontracting plan

Other Additional efforts: (Please describe.)



VI. CLAUSE INCLUSION AND FLOW DOWN:

(For informational only, FAR 19.704(a)(9) requires assurances that your company will include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that your company will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a similar plan that complies with the requirements of Clause 52.219-9, "Small Business Subcontracting Plan.")

[Company XXX] agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will further require all subcontractors (except SB concerns), who receive subcontracts in excess of \$500,000, (\$1,000,000 for construction) to adopt a plan that complies with the requirements of Clause 52.219-9, "Small Business Subcontracting Plan."

VII. REPORTING AND COOPERATION:

(For informational only, FAR 19.704(a)(10) requires assurances that your company will: (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports so that the Government can determine the extent of compliance with the subcontracting plan; (3)* submit Standard Form (SF) 294, "Subcontracting Reports for Individual Contracts," and SF 295, "Summary Subcontract Report," following the instructions on the forms or as provided in agency regulations; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.)

[Company XXX] agrees to: (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit SF 294 and SF 295 or equivalent, in accordance with agency instructions or regulations; and (4) ensure that subcontractors agree to submit electronic Individual and/or Summary Subcontract Reports (ISR and/or SSR's) via the electronic Subcontracting Reporting System (eSRS).

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

Calendar Period	Report Due	* Date I	Oue Send Reports to:
10/0103/31	SF 294	04/30	www.esrs.gov
04/0109/30	SF 294	10/30	www.esrs.gov
10/0109/30	SF 295	10/30	www.esrs.gov

^{*}Note: Standard Forms 294 and 295 are no longer acceptable, and have been replaced with the electronic submission of Individual Subcontracting Reports (ISR) and Summary Subcontract Reports (SSR), respectively, to eSRS via www.esrs.gov.

VIII. <u>RECORDKEEPING</u>:

(For informational only, FAR 19.704(a)(11) requires a <u>description</u> or list of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; a description of your efforts to locate small business concerns and to award subcontracts to them.)

[Company XXX] will maintain at least the following types of records concerning procedures adopted to comply with the requirements and goals in the plan. Such records may include, but are not limited to:

- A. Small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concern source lists, guides, and other data identifying and locating such vendors, subcontractors or suppliers.
- B. Organizations contacted for small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business sources.
- C. On a contract-by-contract basis, all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether hubzone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; (6) whether service-disabled veteran-owned small business concerns were solicited, and if not, why not; and, (7) reasons for the failure of solicited concerns to receive the award.
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, minority, and women-owned small business procurement conference and trade fairs.
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division wide commercial plans).

IX. TIMELY PAYMENTS TO SUBCONTRACTORS:

(For information only, FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns.)

[Company XXX] uses procedures to ensure timely payments of amounts due, pursuant to the terms of its subcontracts with small business concerns, as required in FAR 19.702. (Briefly describe internal systems below.)
X. <u>DESCRIPTION OF GOOD FAITH EFFORT</u> :
(For information only, maximum practicable utilization of small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns as subcontractors in Government contract is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the sma business subcontracting goals, outline the steps below that your company plans to take.)
[Company XXX] will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:
These steps will be negotiated with the contracting officer prior to approval of the plan. We understand that this subcontracting plan will be made a material part of the contract and that the submission of reports, mentioned in section VII, will be made a line item deliverable in the contract.
XI. <u>SIGNATURE REQUIRED</u> : Plan must be <u>signed</u> and <u>dated</u> by a company official
This subcontracting plan was SUBMITTED by:
Signature: Typed Name: Title: Date Signed:

SUBCONTRACTING GOALS

(How to do the math calculations)

- Goals must be stated in both dollars (\$) and percents (%).
- The contractor must state the estimated total subcontracting dollars planned to be subcontracted to all types of business concerns, then state <u>separately</u> the total dollars that will be subcontracted to: (1) large business, (2) small business, (3) HUBZone small, (4) small disadvantaged, (5) womenowned small, (6) veteran-owned small, and (7) service-disabled veteran-owned small business concerns.
- The small business dollar amount must include all subset category amounts, i.e. HUBZone, SDB, WOSB, VOSB, SDVOSB (and Other small businesses which do not fall within any of these specified subset groups).
- The dollar amounts planned for subcontracting to Small, HUBZone, SDB, WOSB, VOSB, and SDVOSB concerns must be expressed in the subcontracting plan as percentages of the total subcontracting dollars to all concerns.

\$ and % examples below are actual GSA goals negotiated for FY 2005. [To review prime or subcontract goals on-line, visit www.sba.gov/GC/goals and select fiscal year link(s).]

	<u>Dollars</u>	Percentage
Total dollars to be subcontracted	100,000	100%
(to Large and Small business)		
To Large business	61,000	61%
To Small business (includes HUBZone small, small disadvantaged, women-owned small, veteran-owned small, service-disabled veteran-owned small, and other small business concerns)	39,000	39%
To HUBZone small business 3,000 3%		
To Small Disadvantaged business 6%		6,000
To Women-Owned small business	5,000	5%
To Veteran-Owned small business (\$2,000) (includes SDVOSB in this total)	5,000	5%
To Service-Disabled Veteran-Owned	(3,000	3%)

small business

To OTHER small business (included in Small 20%

20,000

business Total above.)

(Note that of the \$39,000 to ALL SMALL, \$19,000 is going to the <u>sub-groups</u> (hubzone, sdb, wosb, vosb, and sdvosb, and the remaining \$20,000 is going to the <u>other</u> small.

ATTACHMENT II

PAST PERFORMANCE EVALUATION

TO ORDER, COMPLETE THE ATTACHED FORMS AND MAIL, FAX OR E-MAIL THEM TO:

OPEN RATINGS, INC. 600 FIRST AVENUE NORTH, #200 ST. PETERSBURG, FL 33701 FAX NUMBER: 727-867-4129

E-FAX: 866-743-4239

E-MAIL: reports@openratings.com

SECTION ONE: ABOUT YOUR COMPANY

PLEASE PREPARE AND DISTRIBUTE A PAST PERFORMANCE EVALUATION ON MY COMPANY, AS LISTED BELOW:

YOUR	COMPANY NAME
DUNS	NUMBER
YOUR	COMPANY STREET ADDRESS
CITY,	STATE, ZIP
YOUR	COMPANY PHONE NUMBER
YOUR	COMPANY FAX NUMBER
YOUR	PERSONAL/CONTACT NAME
YOUR	TITLE
YOUR	E-MAIL ADDRESS
If	you don't know your company's DUNS number, go to: http://dnb.com/dnbhome.htm
	SECTION TWO: THE RECIPIENT OF THE INFORMATION
OPY OF	THE PAST PERFORMANCE EVALUATION REPORT ON MY COMPANY TO
COMP	ANY NAME
СОМР	ANY STREET ADDRESS

PROVIDE ONE FOLLOWING:

CITY, STATE, ZIP

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	COMPANY PI	HONE NUMBER			
	COMPANY FA	AX NUMBER			
	CONTACT NA	AME/ATTENTION TO			
	E-MAIL ADD	RESS			
		SECTION THREE: PAYMENT	INFORMATION		
BILL TO MY CRE	DIT CARD:	☐ AMERICAN EXPRESS	□VISA	☐ MASTERCARD	
CARD NUMBER:			EXPIRATION DATE:	_	
NAME ON CARD	:				
		~ OR ~			
		CHECK MADE PAYABLE TO: eck if faxing or emailing application form)			
		OPEN RATINGS	•		
		600 First Avenue N. Petersburg, FL 3			

I AGREE TO PAY \$125 FOR THE PREPARATION/DISTRIBUTION OF MY PAST PERFORMANCE EVALUATION, COPIES OF WHICH WILL BE PROVIDED BOTH TO MY COMPANY AND THE COMPANY IDENTIFIED IN SECTION TWO ABOVE. I ALSO AGREE TO PAY \$25 FOR EACH ADDITIONAL COPY THAT I MIGHT ORDER AT A LATER DATE.

This report will be provided under contract solely for use by the customer and may not be reproduced in whole or part in any manner whatsoever.

QUESTIONS? CALL 727-329-1184

CUSTOMER REFERENCES ARE PERSON(S) WHO HAVE PURCHASED PRODUCT OR SERVICES FROM YOUR COMPANY. We must have customer, not vendor, references.

PAST PERFORMANCE EVALUATION REPORT

PLEASE PROVIDE 20 OF YOUR CUSTOMERS TO BE SURVEYED

ALL FIELDS EXCEPT DUNS NUMBER AND FAX ARE REQUIRED

7. CUSTOMER NAME:

1.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
2.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
3.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
4.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
5.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
6.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	

	DUNS NUMBER (If known):	
	CTTY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
8.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
9.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CTTY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
10.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
11.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CTTY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
12.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
13.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
14.	CUSTOMER NAME:	

	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
15.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
16.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
17.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
18.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
19.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
20.	CUSTOMER NAME:	
	DUNS NUMBER (If known):	
	CITY/STATE:	
	NAME OF CONTACT:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	



Addendum to 52.212-4 - STATEMENTS OF WORK FOR SERVICES

(The following Statements of Work (SOW) are included:

SIN 51 501 Needs Assessment and Analysis Services

SIN 51 503 Education and Training

SIN 51 504 Record Management Services

SIN 51 505 Document Production Services

SIN 51 506 Document Conversion Services

SIN 51 507 Destruction Services

SIN 51 508 Litigation Support Services

SIN 51 509 Network Connectivity Support Services

SIN 733 1 Mail Room Administrative Support

SIN 733 2 Mail Presort

SIN 733 3 Miscellaneous Mail Services

SIN 733 4 List Management Services

SIN 733 5 Mail Room Ergonomic Analysis Services

SIN 733 6 Mail Screening and Inspection Services

Introduction/Background:

This Multiple Award Schedule, Federal Supply Schedule Program will provide an array of services that encompass the needs of the Federal Government as we move into the 21st Century. The General Services Administration (GSA), Federal Supply Service (FSS), Office and Scientific Equipment Center assumed the responsibility for this procurement as a result of an extensive market research, which determined the Government's need for Multiple Award Schedule contracts for the services listed in the following Statements of Work. The resulting contracts will provide solutions for the establishment of government wide programs, to improve the quality, timeliness and efficiency of services provided by the Federal Government.

The Statement of Work (SOW) for <u>Needs Assessment and Analysis</u> affords the Government services for professional support in analyzing and developing requirements for an ordering agency's Document Management System.

The SOW for Education and Training provides a schedule of available training and courses that are available for use by the Government on the use of document management equipment.

The SOW for <u>Records Management Services</u> provides services for Federal activities to satisfy needs that cannot be met internally for management of records. Contractors shall provide filing systems, storage, record retrieval and pick-up and delivery service as specified in task orders placed against this contract.

The SOW for <u>Document Conversion Services</u> allows for high-performance, quality, reliable and timely commercial off-the-shelf turn-key software solutions when implementing a new electronic document management system. This program is commonly used for organizing and managing complex collections of raw data and putting it into convenient, cost effective, space saving digital files that can be accessible quickly and easily in accordance with industry's standard. The collection of data consist of input media and output data but is not limited to: archiving of paper documents, roll film, microfiche, floppy disk, aperture cards, or CD-ROM.

The SOW for <u>Document Production Services</u> provides for centralized duplicating services for federal government agencies nationwide. The resulting contracts for this SIN will provide for continuous duplicating services within the required turnaround time.

The SOW for Destruction Services offers the Government a variety of services designed to destroy documents.

The SOW for <u>Litigation Support Services</u>, provides a wide range of services that are designed to aid attorneys and other professional staff acquire and organize information that may be used in a variety of legal circumstances, i.e., lawsuits, settlements, etc.

The SOW for <u>Network Connectivity Support Services</u> provides a wide range of services that allows the user to communicate across shared networks - i.e., copy, scan, print and e-mail simultaneously.

Mail Management Services include:

The SOW for Mail Room Administrative Support provides services, Mail for incoming mail from the United States Postal System (USPS) and courier services such as UPS and FedEx; accepts and signs for certified mail, registered mail and overnight mail; distribution of mail using an Office Roster; processes outgoing mail, metering flats, letters, and packages.

The SOW for Mail Presort Services includes mail presort and barcode services and clean-up below standard address format.

The SOW for Miscellaneous Services includes preparing/packaging mail, addressing, labeling, folding, inserting, bursting, collating, mail match, wrapping, software services, metering and stamping.

The SOW for List Management Services data entry, address label printing, lists management, list cleanup and list coding.

The SOW for <u>Mail Room ERGONOMIC ANALYSIS SERVICES</u> includes workflow analyses, studying and improving mailroom processes, productivity studies, task analysis, time and motion studies, determining optimal mailroom layout, site-specific ergonomic training, space planning, and process equipment assessments. The SOW for <u>MAIL SCREENING AND INSPECTION SERVICES</u> includes on site and/or off site examination of all incoming mail, to detect any form of contamination (e.g., hazardous chemicals, anthrax or explosive).



Statement of Work for the following Services:

51 501 NEEDS ASSESSMENT AND ANALYSIS SERVICES (NAAS)

Objectives/Purpose

The work involved in this contract consists of assisting agencies with NAAS efforts in their organizations. Regardless of the specific approach and strategies described in the technical proposal for each work segment, the work in general shall include consulting services, and other related services. Survey surveying may be offered in conjunction with consultation services.

NAAS provides professional support in analyzing, assessing, and developing a customer's requirement as it relates to more efficient use of Office Equipment (e.g., laboratory systems, network optical and imaging systems, services (i.e., records management, document management, network connectivity support) as they relate to this RFP. Based on the agency's overall objectives, the contractor will conduct a comprehensive needs assessment and analysis.

This SIN may include assessment services for compliance with the requirements of section 508 of the rehabilitation act, which is an initiative to ensure the accessibility of electronic and information technology to individuals with disabilities. Also, this Service may include recommendations for security/biometrics products.

The contractor will provide recommendations for fulfilling the agency's needs, such as, but not limited to: surveys, technology assessment, purchases, rentals, conversion of rental to purchase, leasing, cost-per-copy, flat-rate monthly fee, document management services, and software applications.

This procurement will provide a full range of services including but not limited to consultation, and support services to support or improve the effectiveness of Federal management processes and procedures.

Contractors will perform all requirement(s) as specified in task and delivery orders under this Federal Supply Schedule (FSS) in accordance with their commercial industry practices.

Scope of Work

Upon the agency's request, contractors may provide a full range of services to support the requirements as a result of the needs assessment and analysis. The contractor may offer the following services but is not limited to:

<u>Consultations Services</u> – Contractors shall provide expert advise, assistance, guidance or counseling in support of agencies'
management, organizational and business improvement efforts. They may also include studies, analyses and reports documenting any
proposed developmental, consultative, or implementation efforts.

General Requirements:

The following general requirements are applicable to NAAS.

The contractor must have the capability to provide an overall assessment of a comprehensive turnkey solution. The contractor must clearly define the agency's requirements linked to the strategic goals to ensure high quality, cost-efficient solutions. The contractor must investigate the degree of importance based on objectives to determine the best strategy that will fulfill the requirement. The contractor must have the capability to collect data that is current and accurate and must maintain the integrity of the investment. The contractor must establish an ongoing dialogue with the agency to discuss the status, report on progress against current work schedule, understand any new issues, or concerns, report on standard product enhancements/revision plans, etc. This ongoing dialogue will allow the government to assess the performance against the original requirements and milestone schedule. The contractor must deploy a solution that is logically planned, sufficiency secured, easy to apply, administer, and manage. The contractor's results must be consistent with the scope of the agency requirements. Although, the contractor will make recommendations, the agency will be the final approving official. Deliverables: Depending upon the ordering agency the final report may include projected cost, a milestone schedule, and recommendations. Also, upon the agency's request, the report may be presented to the agency by various means. For example written document, oral presentation, cassettes, and videotapes. The Contractor warrants all services in accordance with the commercial practice. The price of the warranty shall be included in the purchase price of the item.





51 503 EDUCATION AND TRAINING SUPPORT SERVICE (ETSS)

SCOPE

The Contractor shall provide training courses normally available to commercial customers, which will permit government users full, efficient use of the commercial products available in this solicitation. ETSS shall provide the Government comprehensive knowledge (e.g., operational capabilities, user training, maintenance training, repair techniques) of equipment (e.g., color copiers, computer-enhanced copiers, engineer copiers, multi-function digital photocopiers, duplicators, high speed printers, scanners, mail management equipment, photographic equipment, etc.) and software applications. Training under this SIN must be standard or customized commercial courses on the use of the equipment and must not include coursework on principles of records management, either commercial or government. Training of user personnel that is required to be provided under the contract (e.g., at initial installation) and training that is normally provided by the contractor to commercial and/or government customers at no additional cost to the customer. Contractors may provide customized training and/or off the shelf training packages as well as-off-the shelf training packages customized to the agency's specific needs related to the operational capabilities, user training and maintenance training of document management equipment. Customization of off-the-shelf training may include but is not limited to: workbooks; training manuals; slides; videotapes; overhead transparencies, advanced presentation media; and state-of-the art computer based training.

The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government.

ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

SCHEDULING



The Government will notify the Contractor at least fourteen (14) days before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.

In the event the Government fails to cancel or reschedule a training course within the time frame. The Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

The Government reserves the right to substitute one student for another up to the first day of class.

In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a minimum period of 6 months from the completion of the training course. During this period, the student may contact the Contractor's customer service representative for refresh assistance and answers to related course curriculum questions.

INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Government completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

FORMAT AND CONTENT OF TRAINING

The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

The Contractor shall provide each student with a Certificate of Training at the completion of each training course. The Contractor shall provide the following information for each training course offered:

The course title and the brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

The lo

The length of the course;

Mandatory and desirable prerequisites for student enrollment;

The minimum and maximum number of students per class;

The locations where the course is offered;

Class schedules; and

Price (per student, per class (if applicable)).

For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA City Pair Contracts.



51 504 RECORDS MANAGEMENT SERVICES-

Note: Ordering Agencies are responsible for ensuring that Vendors comply with all (National Archive and Records Administration) NARA Regulations and Certifications.

Purpose:

RMS will provide various federal activities technical support and solutions, i.e., file management and file storage, for managing records including files and documents by using state-of-the-art records and information management solutions. This will enable ordering agencies to track, access, and retrieve documents and/or information in a timely manner throughout the entire life cycle of the record.

Scope of Work

For the purposes of this contract, RMS is divided into two sections: (a) File Organization and Maintenance Services; and (b) Storage Services.

The contractor is responsible for providing personnel, materials, software, equipment, and as applicable, facilities to perform all work requirements as will be indicated in an ordering agency's task order.

RMS includes the management of records at all stages of the life cycle of the file. Files may be in any medium including electronic.

Electronic Records Management (i.e., e-mail messages, word processing documents, and other electronic records) must be in accordance with DOD 5015.2-STD. Certifications of applications are required.

Disposal of all documents shall be accomplished through SIN 51 507, Destruction Services.

FILE ORGANIZATION AND FILE MAINTENANCE

General Requirements:

File Organization and Maintenance Services provides intellectual and physical support to enable the Government control of documents or information. It includes the organization of sophisticated documents or information placing them into a simplified filing system in accordance with an ordering agency's needs to improve their existing work environment. Generally, it includes gathering documents and data to be scanned and indexed into a digitized format. However, an ordering agency may simply require updating to an existing file system, maintenance of documents, or filing existing documents or information into a storage media for shipping.

STORAGE SERVICES

Storage Services provides for preparation of files, pick-up, storage and retrieval of documents.

Certification:

All storage facilities must be certified compliant with the standards as set forth in the solicitation prior to award, by the ordering agency(s).

Security

All contractor personnel with access to Government records will be required to sign non-disclosure agreements. Some agencies may require various contractor personnel to obtain a security clearance before receiving access to records. Security clearances, when required on individual orders, will be obtained at the contractor's expense. Due to the nature and sensitivity of the documents that will be handled by the contractor, care must be given to safeguarding files whether on or off the contractor-provided records storage facilities. Confidentiality of records must be kept at all times.

Specific Tasks:

Records Retrieval

A. Within one working day (or as established by the individual task order) of receiving a reference request, orally or in writing, from the agency, the contractor must retrieve the requested records and deliver to the agency requestor.



B. The contractor must provide emergency reference services (retrieval services outside business hours) if required by an ordering agency including all services listed in this section, 24 hours each day, every day of the year. Emergency services are defined as services provided beyond the normal operation hours of the contractor's facility. After notification, the required response time will be a maximum of 2 hours. Any shipment under emergency services will be handled direct delivery within 8 hours, unless otherwise specified in the task order. The contractor must provide emergency service phone numbers for all sites utilized to the ordering agency's contracting officer within 30 days after award of the contract. Appropriate numbers must be issued to the individual agency representative upon award of each task order.

Accessioning of Records:

Accessioning is the processing of records coming into the facility. The contractor must be able to accession paper records in a variety of containers. Recognizing that Governmental Agencies may have other media/formats, such as audiovisual (e.g., photographs, posters, sound recordings) or x-rays. The contractor should have the capability, to accession these types of media/formats. The Government may ship records to the contractor, or the contractor may pick-up records from governmental sites. The contractor will be responsible for maintaining the arrangement of each accession and verifying that the contents of the accession match the accompanying transfer documentation.

Inventory Services:

From time to time, the contractor may be asked to assist the agency by inventorying agency records. The inventories require data, and will include either listings of individual folders or the numerical or alphabetical span of folders in each box. The inventories must be prepared on location in the Government's space, according to the schedule established by the Contracting Officer's Technical Representative (COTR) for that agency. If travel is required, the contractor will be reimbursed in accordance with the Joint Travel Regulations.

Pick-up Services:

- A. Within 50 Miles: Within three working days (or as established by the individual task order) of notification by the Government, the contractor must pick up records that have been prepared for transfer from Governmental agencies storage facilities. Only enclosed vehicles shall be used to transport records.
- B. Outside of 50 Miles: The vendor may use the GSA Government Bill of Lading (GBL) program to move records from sites more than 50 miles from the corporation site. The vendor will coordinate these moves unless otherwise directed by the ordering agency.

Tracking:

Contractor must posses an Automated Records Management tracking system. At a minimum this tracking system should have the capability of reading bar code labels, providing on-line access to the contractor's data base and placing reference request electronically. The contractor shall maintain system capability with the requesting agency (agency will provide technical specifications at the task order level).

Other General Requirements:

Quality Assurance:

The Contractor shall have a quality control/quality assurance plan that meets the Government's requirements. The Contractor shall maintain records throughout the contract period concerning the results of its inspections and monitoring procedures and the Contracting Officer or his/her designee shall provide copies of these to the Government upon request. From time to time, the Government may conduct a site visit. These records shall also be made available to the Government when conducting a site visit of the Contractor's premises.

GSA will review and make recommendations concerning the report as needed. The reports and related documentation shall be part of the information used and revised on periodic site inspections.

During this process the system should have the capability of verifying the accuracy of the documents being manipulated (i.e. whether the correct document is being handled). The Contractors computer system should be user friendly, and windows based to ensure compatibility with standard Government Systems.

The Government reserves the right to inspect the contractor's facility at any time it deems necessary to ensure that the standards are maintained throughout the contract period. Approval of the storage site shall be performed by the Government. The contractor must possess a commercial facility capable of storing documents within a controlled environment that will ensure the integrity of the document will be kept intact.

In addition:

A. The contractor must provide reference room facilities in each records center that maintain a normal office environment, including telephone, facsimile, and electrostatic reproduction services.



B. Only agency authorized personnel will be granted access to that agency's records in the contractor operated reference rooms. The contractor will verify the identity of the agency authorized personnel and maintain constant surveillance of the reference room when the individual is not an agent of that Government office.

Reports Preparation:

The contractor must provide monthly reports to the agency including but not limited to reports on holdings, accessions, disposals, records eligible for disposal, transfers in, transfers out, reference, refiles, and photocopying.

User's Manuals:

The contractor will prepare a User's Manual at no additional cost to the Government, that will describe the detailed procedures to be used by the Government in conducting the accessioning, referencing, filing, and disposal activities described above. The manual will also include an organizational chart providing the point of contact in each contractor facility as well as a single point of contact for nationwide coordination. The Manual will also detail the various reports that are available for Government uses.

Personnel Requirements:

The contractor shall provide skilled personnel that may include the supervisory, management and administrative services necessary to successfully meet the Government's requirements for Records Management Services per the ordering agency's Task Order.

On an as needed basis, the contractor will provide technical advisory services addressing records management issues relating to the entire lifecycle of records. Services that may be required to include, files maintenance, forms design and automated applications.

All contractor personnel shall have the necessary clearances to conduct business with customer agencies, if required. Personnel are required to display contractor identification during pick-up and delivery. All personnel responsible for transporting federal records shall have a valid driver's license.





51 505 DOCUMENT PRODUCTION SERVICES (DPS)

SCOPE OF WORK

The Federal Supply Service is soliciting for contractors capable of servicing the Government's requirements for Document Production services (DPS). Contractors shall provide federal activities with a practical turnkey solution to their requirements for the full-range of reproduction and management of document services.

Depending on the nature of the customer's requirement, a preliminary Needs Assessment and Analysis Service (NAAS) may be required in order to assess the extent of the customer's requirement to fulfill the customers' need for DPS. The primary purpose of the NAAS is to provide professional support in ascertaining and developing the most appropriate and cost efficient methodology to accomplish the customers' DPS requirement.

The proposed approach may include, but is not limited to, skilled personnel necessary to complete the effort, equipment (government owned, state of the art, remanufactured, or otherwise). The contractor shall submit to the Contracting Officer a complete written report specifying the recommended DPS. The report shall address, but is not limited to the operational management support services, overall projected cost, and a milestone schedule for acquiring and/or deploying the necessary resources to complete the effort.

GENERAL REQUIREMENTS

Document Production Services (DPS) – DPS requirements typically provide for reproduction of documents. Offerors shall provide the appropriate skilled personnel and methodology to address the customer NAA or Task Order requirements to implement DPS. A typical document production service includes such services as copying, fax, high quality digital color copying, large format scanning and copying, facilities management, desk top transmission, on-going equipment maintenance and quarterly reports. Government agencies and activities are the customers and requiring activities that initiate the DPS to be performed. DPS requirements are delineated in task orders by customer agencies. Task orders specify the actual DPS to be performed, the dollar value of the contract, period of performance and any other significant factors relative to the requirement. Contractors are advised to confer with customer agencies to ensure compliance with laws, regulations, security clearances etc. prior to implementing the task order.



Quality Control/Tracking System – Offerors must possess a quality control system that monitors and ensures the quality of DPS. Such a system shall ensure the highest quality of the impressions or finished DPS on the medium produced by the contractor. Offerors shall have demonstrated past performance history applying contemporary quality control techniques and measures performed on comparable DPS jobs that describes how it will monitor job status, delivery or turn-around time and finished product. Additionally, Offerors shall safeguard the Government's records at all times onsite and offsite

Performance Standards

Performance standards may be required by customer agencies. Contractor performance standards shall be commensurate with commercial application of standards for a typical DPS requirement. The application of standards may cover job turnaround time, maximum number of impressions per day, month or hour; output quality of the mediums, management of consumable supplies, submission of periodic reports and any other factors of significance to the customer agency.

Security

Some agencies may require various contractor personnel to obtain a security clearance before receiving access to facilities and information. Security clearances, when required on individual orders, will be obtained at the contractor's expense.

Equipment

At the discretion of the agency, the equipment necessary to implement DPS may be newly installed or existing government owned property. The equipment may also be installed in government locations under Lease-to-Ownership Plans depending upon the using activity's need, and requirements per task order.

The copier equipment may range from low volume to high volume copiers, digital color photocopiers, scanners and other equipment types relative to DPS. Offerors may be required to possess Electronic Data Interchange (EDI) capability for the purpose of receiving, processing, auditing, storing and transmitting electronic data for DPS purposes. In addition, Internet and or personal computer capability may be required.

Government Furnished Property

The offeror's proposal must state whether such equipment can be furnished or whether it is relying on Government furnished property. For services rendered on Government property, at a minimum, the Government will provide the required space and electricity. Any additional equipment will be determined at the time the task order is placed.



Contractors shall be responsible for all costs associated with machine repairs and supplies (for example, toner, paper clips, rubber bands, clamps, etc.), and ordering, delivery and storage of all supplies, the installation and removal of all equipment, and maintenance.

Equipment Maintenance Requirements

The Contractor shall have sole responsibility for maintaining copiers furnished by the contractor and government owned equipment under the resulting contract.

Replacement of Equipment

The Contractor is responsible for replacing equipment, however under no circumstance does the Contractor have the right to charge any additional costs to the buying agency.

Personnel/Requirements

The contractor shall determine staffing requirements in accordance with the Needs Assessment Analysis (NAA) or the volume of duplicating to be completed on any given day.

Contractors under this Multiple Award Schedule shall provide the necessary skilled personnel including management, supervisory and administrative levels to implement the DPS per customer task order

At a minimum the Contractor shall provide for a Project Manager and Duplicating Production Operator. The Project Manager shall serve as the contractor's point of contact and shall be responsible for the management and coordination of the project.

The contractor shall ensure that the duplicating facility is adequately staffed and fully operational in accordance with the terms of the task order and shall keep the ordering agency fully advised of any difficulties, which would adversely affect production. The Project Manager shall also be responsible for problem resolution that may result from the operation of the duplicating services.

Replacement of Personnel: The Contractor shall provide substitute personnel to perform in the absence (sick leave or vacation) of the On-Site Manager and duplicating production personnel assigned. Substitutes shall perform in complete compliance with the specifications of the individual task order.

Experience/Training

The contractor shall be responsible for training its employees. The Contractor shall provide skilled personnel capable of operating the required types of equipment.

Appearance/Character:

Contractor personnel shall present a neat appearance and provide services in a professional and courteous manner while complying with agency applicable rules, regulations, and procedures.

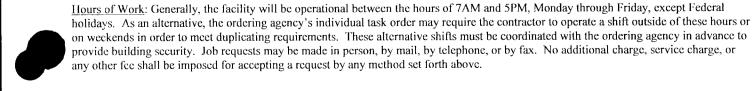
Location and Hours of Work

<u>Location</u>: Services may be rendered worldwide as determined by individual task orders. The services may be performed on-site or off-site/ the vendor's place of business. The offeror's proposal therefore shall indicate the extent of its capability to implement a DPS requirement at its own facility.

On-Site DPS: The Government will provide the space (the "Premises") designated by the using agency. The Contractor shall make all improvements required to the space at the Contractor's own expense.

The facility shall be kept in an orderly fashion with supplies stored in a safe manner. The Contractor shall be responsible for securing supplies and equipment after regular working hours. Any losses or damage due to unauthorized use of equipment or supplies shall be borne by the contractor.

Off-site DPS: The Contractor shall provide the address for the off-site location. Deliverables shall be F.O.B. Destination.





51 506 DOCUMENT CONVERSION SERVICES

DESCRIPTION: The process of document conversion involves state-of-the-art scanning of the original document's text and graphic image into digital data, which is then transferred to a new media and formatted for use in a document imaging and storage system. Comprehensive DCS are used to transfer text and graphic images in existing documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, legal instruments, etc.) in whatever media they currently exist (e.g., paper, aperture cards, microfiche, microfilm, roll film, etc.) onto a new delivery/storage media (e.g., CD-ROM disks, 4mm/8mm magnetic tape, magnetic storage disks, aperture cards, microfiche, microfilm, roll film, etc.) in any required format (e.g., raster images, ASCII text, SGML tagged for electronic distribution or publishing, PDF image files, etc.) required for use in a document imaging and storage system. Customized coding and indexing options are also available as part of the document conversion process. Complete DCS will be used for both unclassified and classified documents using Government or contractor facilities or a combination of both.

PURPOSE: This Multiple Award Schedule will offer a full range of Document Conversion Services. Contractors shall provide document conversion services in response to individual agency orders.

SCOPE: Document conversion consists of scanning document images and converting them into electronic digital data, which is then transferred into a new format, and media for use in a document imaging, retrieval, and storage system. This SOW addresses the "backfile and day-forward conversion" of documents, which includes both file and data format and media conversion.

It does not include data processing and communications equipment (e.g., digital computers, display devices, software, LAN/WAN networks), which may be employed in a document imaging, retrieval, and storage system. The types of DCS may include, but is not limited to:

- Index data migration
- Project evaluation or discovery
- Optical mark scanning (OMR)
- PDF Electronic file forms
- Web Hosting (ASP)

GENERAL REQUIREMENTS: Unless otherwise specified by the ordering activity, the following general requirements are applicable to document conversion performed under this contract:

- a. Contractor Responsibility The Contractor shall be responsible for furnishing all items used in performing the work unless otherwise specified or approved by the Contracting Officer. The Contractor will act independently and not as an agent of the Government.
- b. **Document Conversion** The contractor shall scan a variety of source documents (e.g., correspondence, files, technical manuals, land records, charts, engineering drawings, or legal instruments) from a variety of source media (e.g., paper, film, microfiche, aperture cards, magnetic tape, or Mylar) having varying degrees of image quality (e.g., crisp originals, faded, poor contrast, or overexposed photographs) using character recognition (e.g., OCR, ICR) into a compressed digital file (e.g., C4 compressed image file format) and deliver that file in a variety of output file formats (e.g., PDF, SGML, HTML, XML, CAD, word processing) on a variety of output media (e.g., optical disks, magnetic tape, or CD-ROM).
- c. Image Enhancement The contractor shall perform image enhancement immediately after scanning. Image enhancement shall allow soiled, faded, deteriorated, and inferior quality images to be "cleaned-up". The image enhancement process shall reduce background noise and improve uneven line widths, dull edges, faded areas, and uneven illumination. If required by the ordering activity, special image enhancement (c.g., removal of date stamps and other markings, deskewing images to within 5 degrees or less of skew, cropping, rotation) shall be accomplished during the document conversion process.
- d. Indexing The contractor shall provide an index (in both hardcopy and digital format) for all converted data. The index shall permit tracking, retrieval, and storage of converted documents. The index shall be as specified by the ordering activity and shall consist, as a minimum, of the document number, document title, page number, revision level, and date. The index shall be structured from the source data and may be incorporated in the raster image header, incorporated as PDF Bookmarks, or provided separately, as specified by the ordering activity.
- e. Data Entry The contractor shall provide keystroke data entry, as required.
- f. **Delivery Media** The contractor shall deliver the digitally converted data in an output media (e.g., CD-ROM, 4mm DAT or 8mm magnetic tape; 9-Track 1600 BPI or 6250 BPI magnetic tape; 3.5 inch, 5.25 inch, 12 inch, or 14 inch Write-Once Read-Many (WORM) optical or magnetic disks and/or Write-Many Read-Many optical disks) and output format (e.g., PDF text and/or image files, TIIF, BMP, JPEG, HTML, ASCII text, SGML tagged for electronic distribution or publishing, XML, CAD, word processing), as specified by the ordering activity. Delivery media shall be labeled in such a manner as to identify the contents of the deliverable.

- g. Source Document Inspection The contractor shall inspect all source documents and shall notify the ordering activity's Contracting Officer of any condition which will likely prevent successful performance of the work required. Such notification shall be received by the Contracting Officer within ten (10) working days (or as stipulated on the individual agency task order) following receipt of the source documents.
- h. Quality Assurance Unless otherwise specified by the ordering activity, the contractor shall perform 100% quality assurance of the scanned images to ensure that an image is produced for each page or microform frame; the image is equal to or better than the readability of the source page or microform frame; and the image is in accordance with the ordering activity's requirements. Marginal images (e.g., due to poor source images or film quality) shall be electronically marked and specified as such in the production reports. All indexing elements and SGML tagged data shall be parsed to ensure compliance with the requirements prior to delivery. Hollerith data shall be verified against the information contained in the title block of the document and will be edited, if necessary, to ensure the accuracy of the fields (e.g., document type, drawing number, drawing revision, sheet revision, card number, number of cards, drawing size, rights code, and security code). The ordering activity reserves the right to perform quality assurance on any products produced under this contract. Failure to meet quality assurance standards will result in re-work at the contractor's expense or contract termination, as appropriate.
- i. **Corrections** Document conversion errors caused by the contractor shall be considered corrections and shall not be charged to the ordering activity as an additional digitized item. Unless otherwise specified by the ordering activity, the contractor shall be liable for corrections for 12 months from output media delivery.
 - j. Workmanship Standards The quality of services rendered by the contractor shall conform to the standard commercial practice in the document scanning and conversion profession, trade, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the document scanning and conversion profession, and holding any licenses required by law. Failure to meet workmanship standards will result in re-work at the contractor's expense or contract termination, as appropriate.
- k. Basic Preparation and Handling The contractor shall be responsible for basic document preparation and handling during all phases of the document conversion effort. The pre-conversion effort shall include document receipt, inspection, inventory and document preparation for scanning and conversion (e.g., removing bindings, paper clips, attachments, and fasteners; photocopying oversize or undersize documents; purgingunnecessary information; repairing damaged originals). The conversion effort shall include all necessary document preparation and handling. The post-conversion effort shall consist of reconstruction of the documents including the attachment of fasteners and bindings, reassemble of the documents into their original configuration, preparing a document inventory listing, and packaging/packing for return shipment to the ordering activity.
- l. Special Preparation and Handling When special preparation and/or handling requirements are specified by the ordering activity, the contractor shall be responsible for any special document preparation and handling requirements (e.g., staple locations being required to be marked during pre-conversion preparation and the documents being re-stapled using their original staple locations at post-conversion).
- m. Production Reports With each delivery, the contractor shall provide a Production Report (in hardcopy and digital format) that describes the
- data contained on the delivery media. The report shall be provided to the ordering activity's Contracting Officer or COTR and shall contain, at a minimum, the index for each document, number of pages for each document, and total pages.
- n. **Monthly Volume Report** The contractor shall provide a Monthly Volume Report (in hardcopy and digital format). The report shall be
- provided to the ordering activity's Contracting Officer and shall, at a minimum, list the number of converted documents delivered and the percentage
- of work completed.
- o. Final File The contractor shall provide a final file (in both hardcopy and digital format) upon project completion to the ordering activity's
- Contracting Officer. The file shall delineate those documents for which conversion has been completed; if applicable, the intermediate format in which the each document has been scanned; the applicable character recognition, compression algorithm, output storage media and file format of the stored image; and an index for all converted data. The index shall, as a minimum, consist of each document number, document title, date, revision level, and page number. This index shall be structured from the source data and may be incorporated in the raster image header, incorporated as PDF Bookmarks, or provided separately, as specified by the ordering activity.
- p. **Backup Copy** The contractor shall maintain a backup copy of all data generated. The backup copy shall be maintained for a period of 12 months after project completion, unless otherwise specified for a different period by the ordering activity.
- q. **Returned Material** Unless otherwise specified by the ordering activity, all material provided by the ordering activity shall be returned with the delivered product in the same condition (normal wear and tear excepted) and sequence as the original submission. The contractor shall be responsible for shipping costs, unless otherwise specified by the ordering activity.

 r. Source Document Destruction - Upon termination or completion of all work, the Contractor shall comply with the agency requirements for

disposal. All materials produced or delivered will become and remain the property of the Government. When required by the ordering activity, the contractor shall destroy (rather than return) the source documents.

- s. Classified Documents The contractor shall be responsible for providing the appropriate handling, distribution, and storage of classified documents in accordance with all applicable security regulations and laws.
- Page Pricing Unless otherwise specified in the contractor's price proposal, page pricing shall be based on an original source page size of 8.5 inches x 11 inches. Increments for oversize source document pages shall be based on the number of whole or partial 8.5" x 11" pages.
- u. **Drawing Pricing** Unless otherwise specified in the contractor's price proposal, drawing sheet pricing shall be based on the size of the drawing. Increments for oversize drawings shall be based on the number of whole or partial F size drawings.
- v. **Production Facility** Unless otherwise specified by the ordering activity, production shall be performed at the contractor's facility. If the ordering activity requires scanning of the documents at a designated facility, the contractor shall provide all the necessary resources (e.g., personnel, equipment, material, and supplies) required to accomplish the work, unless otherwise specified by the ordering activity. However, the ordering activity will be responsible for providing adequate space and electrical power at the designated facility.
- w. Data Rights All data produced in performance shall be the sole property of the Government. The Contractor agrees not to assert rights at common law or equity and not to establish any claim to statutory copyright in such data in whole or in part in any manner or form nor authorize others to do so, without prior written consent of the Contracting Officer. This does not restrict the use or publication of such data by the Contractor or its employees.

DETAILED REQUIREMENTS: Unless otherwise specified by the ordering activity, the following detailed requirements are applicable to the contractor's document conversion efforts under this contract:

- a. Scanning Images shall be scanned at 200 DPI (dots per inch) resolution for engineering drawings, 500 DPI for engineering drawings being converted to CAD, and 300 DPI for all other document types, except photographs, which shall be scanned at 400 DPI. Raster images shall be compressed using CCITT Group 4 algorithms as specified in Federal Information Processing Standard (FIPS) Publication 150 "Facsimile Coding Schemes and Coding Control Functions for Group 4 Facsimile Apparatus", prior to transfer to the storage media. The latest revision of FIPS Publication 150 in effect at the date of the order or as specified by the ordering activity shall be used. Proprietary compression algorithms are not acceptable. Hollerith data shall be read during image scanning and provided as an index to the image.
- b. Indexing/Coding The index requirements (e.g., index fields, number of characters, nomenclature for the index fields) shall be specified by the agency. As a minimum (via display of the scanned image), the index shall consist of three fields having a maximum of 30 characters located peripherally on the page.
- c. **Portable Document Format (PDF) Conversion** Adobe Portable Document Format conversion shall be accomplished in compliance with the latest version of the Portable Document Format Reference Manual (e.g., Version 1.3) in effect on the date of the order or as specified by the ordering activity. PDF converted formatted documents shall replicate all visual characteristics and attributes of the source document. Graphics portions of the source document shall be included in the PDF file as raster images. Scanning of graphic portions shall be provided at a resolution of 300 DPI or greater. PDF converted documents shall contain thumbnail files.
- (1) Image **Only Scanned:** Source documents shall be raster scanned at 300 DPI. The scanned image shall be a bitmapped image of the original document and shall be equal to the readability of the original page. The images shall be converted to PDF Image Only files prior to being written to the delivery media.
- (2) Image Plus Edited Text: Source documents shall be raster scanned at 300 DPI. Textual data shall be converted to ASCII utilizing OCR technology. All free standing standard character text larger than 6 point shall be edited to ensure accuracy of 95% or greater. All converted numerics shall have an accuracy of 100%. Graphics shall be provided as 300 DPI raster graphics. The document shall be converted to PDF Plus Text files prior to be written to the delivery media.
- (3) **PDF Normal: Source** documents shall be raster scanned at 300 DPI. Textual data shall be converted to ASCII utilizing OCR/ICR technology. All free standing standard character text larger than 6 point shall be edited to insure accuracy of 95% or greater. All converted numerics shall have an accuracy of 100%. Suspect characters shall be corrected. Color images and photographs shall be scanned and inserted. Graphics shall be provided as 300 DPI raster graphics. The original fonts and format of the document shall be maintained. The document shall be converted to PDF Normal files prior to being written to the delivery media.
- (4) **Hyperlinking:** Hyperlinks shall be created for each item contained in the content reference pages of the document (e.g., Tables of Contents, Indexes). In addition, hyperlinks shall be created for all intact internal references. Bookmarks and Thumbnails shall be created for each document. PDF Normal processing of the documents is required prior to hyperlinking.



- (5) **Application File: When** required by the ordering activity, an application (output) file from PDF converted documents (e.g., in a word processing format) shall be created. Application files shall be created after completion of any PDF document quality assurance and editing.
- (6) Accuracy: The accuracy requirements for documents converted using optical recognition technology (e.g., OCR, ICR) shall be applicable to each page as specified by the ordering activity. The percent accuracy is defined as the number of correct characters per page (i.e., characters in the converted document that are the same as the corresponding character in the source document) divided by the total number of characters on the page multiplied by 100.
- d. Standard Graphic Markup Language (SGML) Tagging Paper documents shall be raster scanned at 300 DPI. Textual data shall be converted to ASCII utilizing Optical Character Recognition (OCR) technology. All free standing standard character text larger than 6 point shall be proofed and edited to ensure accuracy of 99.5% or greater. All converted numerics shall have an accuracy of 100%. Graphics shall be provided as 300 DPI raster graphics. Tagged data shall be in accordance with the Document Type Definition (DTD) and the Style Sheet. Tagged data shall provide 100% parsing against the provided DTD. Intact internal references shall be tagged.
 - (4) Level I: Level I SGML tagging shall consist of DTD's that are targeted at electronic browsers, which utilize a limited number of tags to describe the basic document.
 - (5) Level II: Level II SGML tagging shall consist of DTD's that are targeted at complex publishing systems which require an increased number of tags, tag attributes, and specific structural relationships to produce the required printed document.
- e. **HyperText Markup Language (HTML) Conversion Conversion** shall be in accordance with the latest version of the W3C Recommendations (e.g., HTML Version 4.0) in effect on the date of order or as specified by the ordering activity.
 - f. Extensible Markup Language (XML) Conversion Conversion shall be in accordance with the latest version of the W3C Recommendations (e.g., XML Version 1.0) in effect on the date of the order or as specified by the ordering activity.
 - g. Graphics File Formats (e.g., GIF, JPEG) The specific graphic file format shall be as specified by the ordering activity.
 - h. **Application Files (e.g., Word, CAD, WordPerfect)** The specific application file format shall be as specified by the ordering activity.
 - CD-ROM Mastering: Converted data shall be pre-mastered in accordance with ISO 9660, Volume and File Structure of CD-ROM Information Exchange specification using the latest version in effect on the date of the order or as specified by the ordering activity. CD-ROM masters shall be produced in accordance with industry standards as defined in the CR-ROM Yellow Book.
 - j. **CD-ROM Replication: Replicas** shall mark as specified by the ordering activity. Replicas shall be provided in CD-ROM.

ACRONYMS AND DEFINITIONS

- a. **ASCII** (American Standard Code for Information Interchange) An 8 bit code representing English letters, characters and numbers. Seven bits are used to identify each individual entity (128 maximum) with one bit for parity. Extended ASCII uses of eight bits to represent up to 256 characters with no parity bit. Most computers use ASCII to represent text, which makes it possible to transfer data from one computer to another.
 - b. BMP (BitMaP) The standard bit-mapped graphics format used in the Windows environment.
 - c. Backfile Conversion Converts existing files for use in an imaging system.
 - d. BCR (Bar Code Recognition). The recognition of bar code (i.e., A method of representing data by combining lines of varying width.).
 - e. CCITT (Consultative Committee on International Telephone and Telegraphy) Sets standards for phones, faxes, modems, etc.
- f. **COLD** (Computer Output to Laser Disk) The computer system contains files of ASCII data (from input or application programs) or bit-mapped files previously scanned from microfilm documents or pictures. These output files are compress by a factor of 5-20:1 from the original documents and stored on WORM optical/laser disks.
 - g. DTD (Document Type Definition) A description of the types of tags allowed in a document as well as the order in which they appear.
 - h. FTP (File Transfer Protocol) An Internet protocol to move files from one computer to another.

- i. **Grayscale** The binary range of a graphic representation between pure black and pure white. A scale of 256 shades of gray will be a better representation than 16 shades.
 - j. HTML (Hypertext Markup Language) HTML is a W3C standard (i.e., W3C HTML Recommendations) based upon SGML that is designed to specify the logical organization of a document. HTML instructions divide the text of a document into blocks called elements that define how the body of the document is to be displayed by the browser and those that define information about the document (e.g., title, relationship to other documents). Use of HTML instructions is based on detailed rules (e.g., the names of tags/elements, how they can be used), which are defined using SGML. There are three variants of HTML 4.0 (i.e., HTML 4.0 Transitional, HTML 4.0 Strict, and HTML 4.0 Frameset).
- k. ICR (Intelligent Character Recognition) -- The conversion of scanned images (bar codes or patterns of bits) to computer recognizable codes (ASCII characters and files) by means of software/programs, which define the rules of and algorithms for conversion.
 - 1. ITU-T CCITT renamed Telecommunication Standardization Section of the International Telecommunications Union.
 - m. **JPEG** (Joint Photographic Experts Group) A compression algorithm for color image files.
- n. **Optical Character Recognition** The computer processing/conversion of scanned images both full text and forms to computer recognizable codes (ASCII letter, numbers, and characters).
- o. **PDF** (Portable Document File) PDF is a standard (i.e., Portable Document Format Reference Manual) provides a way of distributing, viewing, and printing documents with consistent appearance across a number of computer platforms. Files created from printed documents closely match the paper version including graphics, photographs, and fonts and are compressed for easy downloading and distribution. To view a .pdf file, an Adobe Acrobat Reader must be installed on the computer.
- p. SGML (Standard Generalized Markup Language) SGML is an ISO Standard (i.e., ISO 8879), which delineates a methodology of describing architecture for information exchange. SGML is a synthesis of three things: A Document Type Definition (DTD), a style sheet, and tagged data. The DTD describes which tags are allowed. The style sheet describes how the corresponding tag is to be formed. The tagged data is the document, in which every piece of data is "tagged", using tags defined in the DTD and Style Sheet.
 - q. Style Sheet Describes how the SGML tag is to be formed.
- r. TIFF (Tagged Image File Format) One of the most widely supported files formats for storing bit-mapped images (8-bit color and grayscale) on personal computers. Includes several types and groups, which are compressed and uncompressed.
- s. XML (extensible Markup Language) XML is a W3C standard (i.e., W3C XML Recommendations) that could revolutionize the way intranet applications and document and non-document content are built and managed. XML promises "write once, publish anywhere" simplicity to users who don't have to become experts in Web programming languages. XML is an "instance" of SGML.
 - t. WORM (Write Once Read Many) Permanent optical storage method where data once written, cannot be erased or altered.
- u. W3C (World Wide Web Consortium) W3C is an international industry consortium, which was founded in 1994 to lead the World Wide Web in developing common protocols that promote its evolution and ensure its interoperability. W3C develops standards, which are published in the form of "Recommendations".



51 507 DESTRUCTION SERVICES (DS)

PURPOSE

The Multiple Award Schedule, Federal Supply Schedule Program is to provide Federal agencies with a customized plan for destroying government documents that is unique and cost effective to their needs.

SCOPE OF WORK

The objective of this Performance Work Statement (PWS) is to describe the Government's requirement in soliciting contractor support for Destruction Services (DS). These services may be used on a nonmandatory basis by various Government agencies and activities. Ordering agencies may require these services to satisfy worldwide agency mission production requirements.

REQUIREMENTS: The contractor is responsible for providing all resources including personnel, equipment, facilities, containers and transportation in performing all work requirements identified.

Services specified in an order placed against this contract may be performed at the contractor's facilities or the ordering agency's facilities.

DS will provide a convenient, safe and secure destruction of a variety of media – be it paper, magnetic tape, microfilm, microfiche, plastic, cassette tapes or diskettes. The following methods for DS may be obtained through these material destruction options

- A) **SHREDDING:** Include both on-site and off-site for shredding services, which is designed to handle a variety of classified and unclassified materials. Shredders shall be designed to produce residue particle size not exceeding 1/32 inch in width with a 1/64-inch tolerance by ½ inch in length. There is no need to separate paper grades or remove staples, clips or other bindings.
- B) INCINERATION: Material must be presorted, as not all data types can be burned.
- C) **DISINTEGRATION:** Material can be destroyed (e.g., microfilm, microfiche, VHS tapes, audio cassettes, CD ROM, floppy disks, computer tapes, and computer hard drives and ID cards) by grinding such plastics into a fine dust.

SECURITY REQUIREMENTS

Contractor is responsible for providing lockable security containers whether it is security bins, security bags, or security cabinets at no additional cost to the agency.

The agency is required to identify the various type (s) or level of classified documents (e.g. confidential, secret, top secret)

CERTIFICATE OF DESTRUCTION

A signed certificate of destruction must be issued upon completion of each job. The certificate shall indicate the date of destruction, identify the material destroyed, method of destruction, and be signed by the individuals designated to destroy and witness the destruction. Destruction officials shall be required to know, through their personal knowledge, that such material was destroyed.

DESTRUCTION OF MATERIAL

If required, the contractor must destroy Government material in accordance with record disposition schedules established by the agency.

Classified information identified for destruction shall be destroyed completely to preclude recognition or reconstruction of the classified information in accordance with procedures and methods prescribed by agency heads.

The contractor will not destroy material until notified by the agency in writing.

WITNESS OF DESTRUCTION

Only appropriately cleared employees of the contractor shall destroy classified material. These individuals shall have a full understanding of their responsibilities. For destruction of TOP SECRET material, two persons are required. For destruction of SECRET and CONFIDENTIAL material, one person is required.

For unclassified material, a member of the contractor's staff must witness destruction.

Agencies may notify contractor if they desire to accompany their material to the facility and view its destruction.



All operations staff must be licensed and bonded

51 508 LITIGATION SUPPORT SERVICES (LSS)

(NOTE: Paralegal services, attorneys, accountants, or other professional labor categories that may be construed as legal services or professional support for legal services are not included and will not be procured under this Statement of Work.)

Description

Litigation Support Services encompasses a wide range of services that aid attorneys and other professional staff members in the task of obtaining, organizing, analyzing and presenting evidence or materials for trials, judgements, lawsuits, settlements or other legal matters. Through the use of reproduction equipment, computer data processing, image management, geographical information systems and other technologies, litigation materials are effectively organized to enable rapid location by an agency's staff. The contractor shall provide all personnel, equipment and supplies for the performance of litigation support services (LSS).

The types of LSS include, but are not limited to the following:

Document Preparation:

"Documents" have the broad meaning defined in Rule 34 (Production of Documents) of the Federal Rules of Civil Procedure, www.dcd.uscourts.gov/frep.htm#rule34 and include all types of media. Document Preparation includes, but is not limited to, numbering, marking, hole punching, stapling and staple removal, binding, retrieving, assembly, and refiling the documents in accordance with the Government's original submission to the contractor or pursuant to the Government's instructions to the contractor. It may also include the provision of binders, tabs, dividers, and other supplies as necessary. It may include pickup and delivery. The contractor shall create and maintain detailed log sheets and associated document controls.

The contractor must design, maintain, and implement a system for identifying and marking documents that will be used for information or evidence in legal matters. A Bates numbering or bar code system may be required to generate and attach unique identifying numbers to all documents. In addition, Phrase Labeling may be required which will indicate at a minimum a document's source; file owner, production request information, and other needed information. Phrase labels must be accurate, contain the information specified, and be legible on all copies.

Database Development:

The contractor shall design, implement, maintain, and update databases used for information in legal matters. The databases shall include (1) full-text databases; (2) databases composed of coded and formatted data; and (3) databases consisting of graphic images of a variety of document types.

The contractor shall be responsible for converting deposition and trial transcripts, interrogatories, interrogatory responses, briefs and other documents for full-text searching and storage on CD-ROM, compatible with the customer agency's software.

Software provided by the contractor must be compatible with that of the ordering agency. "Hands on" training, if required, and instructional manuals shall be furnished on the software that is used at no additional cost to the ordering agency.

Document Reproduction:

The contractor shall provide high-volume reproduction of documents at the contractor (or subcontractor's) site or at a site otherwise specified by the ordering agency. The contractor shall provide all facilities, equipment, labor, and supplies for performing this task. Work ordered under this requirement will **not** be performed at Government-funded Document Centers. Work may be ordered on a regular or accelerated (to be defined and determined by the ordering agency) turnaround basis.

The contractor shall provide personnel, equipment, and materials for the purpose of organizing and preparing documents for reproduction (including photocopying) or for other image capture. The contractor shall maintain a high level of quality control to assure that each page is reproduced so that every line and character on the original page appears on the reproduced page and is clearly legible.

If required by an ordering agency, the contractor shall produce reproductions of documents on other media, i.e., diskette, tape, poster board, CD, and microfilm compatible with the ordering agency's software. To the extent specified, the contractor's capabilities shall comprise copying digital data as well as video and audiotapes.

In addition to standard size and type documents, the contractor may be required to reproduce a wide-range of varying sized documents such as charts, engineering drawings, blueprints, and photographs. The contractor shall provide for color copying of documents that are in color. In cases where special copying techniques (i.e., source documents, charts, or drawings) are required, the contractor shall preserve greytones.

The contractor shall provide document image scanning and related services. Image scanning and related services shall be provided for government and non-government documents, on or off site, i.e., the Government's storage facilities, or the contractor's or subcontractor's facilities.





The contractor shall image and/or scan materials according to priorities set by the ordering agency. All documents shall be accessible on compact discs (CD) to be viewed and/or printed from any workstation used by the ordering agency. The electronic files shall be marked and indexed for search purposes and made available on CD.

Security

All personnel with access to confidential, proprietary, protected or sensitive materials will be required to sign non-disclosure agreements.

Some agencies may require various contractor personnel to obtain a security clearance before receiving access to facilities and information. Security clearances, when required on individual orders, will be obtained at the contractor's expense. Due to the nature and sensitivity of the documents that will be handled by the contractor, care must be given to safeguarding files whether on or off site. Confidentiality of file content must be kept at all times.



51 509 Network Connectivity Support Services (NCSS)

Network Connectivity Support Services includes services that will allow users to communicate with customers internally and externally across shared network so they can search, view, access and print documents right from their desktop.

Scope of Work:

The contractor must be able to support industry's software applications, network operating systems (e.g., Windows 95, 98, NT, Netware) and other related networks that are compatible to the agency's infrastructure. The qualified personnel, materials, spare parts, tool, hardware/software and network components necessary to perform the service will be provided by the contractor. The capability to support, stand-alone and integrated digital equipment (e.g., digital/multifunctional digital copiers, Photo ID Systems, Mail Management Systems, Network Optical & Imaging Systems and Laboratory Systems) must be provided by the contractor. The contractor must have the ability to manage and control the agency's network environment. This SIN includes directly related support (e.g., security, telephone/hotline, database, software, maintenance).

At a minimum the contractor must provide the customer with share file capabilities across network on a nationwide/worldwide basis. The network services may include but are not limited to:

- Network Management and Operations
- Maintenance
- Installation
- Administration
- Quality Assurance
- Security
- Configuration Management
- Training

Depending on the nature of the customer's requirement, a preliminary Needs Assessment and Analysis Services (NAAS) may be required in order to assess the extent of the customer's requirement to fulfill the customer's need for NCSS.

Equipment

Network Connectivity Support will cover **ALL EQUIPMENT UNDER THIS SCHEDULE** that requires on-line support, which includes but are not limited to:

Stand-Alone/Multifunction Copier (e.g., engineer, digital/multifunctional digital copiers & related features/capabilities)
Photo ID Systems
Mail Management Systems
Network Optimal Imaging Systems
Office Business Equipment
Laboratory Systems

General Requirements: Unless otherwise specified by the ordering activity, the following general requirements are applicable to Network Connectivity Support Services to be performed under this schedule.

Contractor Responsibility - The Contractor shall be responsible for furnishing all items used in performing the work unless otherwise specified or approved by the Contracting Officer. The Contractor will act independently and not as an agent of the Government. The contractor's results must be consistent with the scope of the agency requirements. Although, the contractor will make recommendations, the agency will be the final approving official.

Network Management Operations

The contractor shall have the capability to communicate with customer's IT/LAN department and a host of suppliers to manage, maintain and connect to customer shared resources, provides staff and manage central customer service/trouble desk and perform technical assessments on a day-to-day operation. At a minimum, the contractor shall support the following but are not limited to:

- Provides back bone connectivity support (e.g., fiber optic cable plant, dual broadband coaxial cable network) for customers with no existing infrastructure;
- Connects hosts, terminals, printers and other related peripheral devices and major LAN components (e.g., concentrator, routers, switches, bridges, intelligent hubs, fiber optic transceivers, CATV broadband, dual cable, head end associated equipment, network interface units, personal computer and mainframes, and other devices) to aid in exchange information;



- Supports current and future Operating Systems that are compatible with the multifunctional device (e.g., Windows 3.x, Windows 95, Windows 98, Windows NT, Macintosh, AppleTalk, IBM, UNIX, etc.); and the network interface (parrellel, serial, network etc) that is used to communicate and transfer information simultaneously.
- Supports a number of shared resources among offices within the organization and provides access to external/public networks; and
 protocols (e.g., IP, IPX, Vines) used by the customer. Other shared services may include e-mail gateway, internet and backbone
 gateway. The contractor must maintain the integrity of the agency's investment.

Additional Support may include but are not limited to:

- Maintenance/Warranty Supports the resources and work performed for a specified term.
- Telephone/hotline Provides ongoing communications for a specified term.
- Database Obtains on-line data to better define the problem for specified term.

Maintenance/Warranty

The contractor shall provide troubleshooting and preventative and corrective maintenance services for the customer's hardware, software and cable or in accordance with the customer's terms and conditions.

The contractor shall provide commercial warranty or in accordance with the customer's requirements whichever is greater.

The Contractor warrants all services in accordance with the commercial practice. The price of the warranty shall be included in the purchase price of the item.

Installation

Depending on the customer's requirements, the contractor shall have resources to support the installation of cable, equipment, and related software products. In addition, the contractor must develop and maintain documentation and certification of each installation.

Administration

The contractor shall provide a wide range of administrative functions to meet the customer's requirements.

Security

The contractor shall develop and implement techniques and procedures to prevent unauthorized access and use of the customer's resources and in accordance with the customer's requirements. Some agencies may require various contractor personnel to obtain a security clearance before receiving access to facilities and information at the contractor's expense will be obtained at the contractor's expense.

Performance Standards

The contractor shall comply with all performance standards in accordance with the commercial practice and agency's requirements. For example: acceptance, availability, validity, reliability, downtime, testing. Failure to meet workmanship standards will result in re-work at the contractor's expense or contract termination, as appropriate. The contractor shall notify the ordering activity's Contracting Officer feedback that will prevent successful performance of the work required. The Contracting Officer shall receive such notification within ten (10) working days (or as stipulated on the individual agency task order).

Quality Control/Tracking System -

Unless otherwise specified by the ordering activity, the contractor shall perform 100% quality control tracking that monitors and ensures the quality of Network Connectivity Support Services. The jobs must describe and monitor job status, delivery of a finished product. The ordering activity reserves the right to perform quality control on any products produced under this schedule. Failures to meet quality control standards will result in re-work at the contractor's expense or contract termination, as appropriate.

Configuration Support

The contractor shall develop and implement a comprehensive configuration plan and work closely with the customer's IT department to ensure the operation is maintained in an efficient and effectively manner. The contractor must have the knowledge and be familiar with all network resources, customer locations, physical and logical topologies which may include:

- Make, model and serial number of all equipment and other network devices.
- Product name and version of all software
- Physical topology network map
- · Configure the customer's network hardware/software

 Test, benchmark and calibrate new software, equipment, and other network devices used to test and analyze all products used in connection with the support.

Training

At the contractor's expense, the contractor shall develop standard operating procedures that describes the specific approach, procedures, and schedules how the training plan will be implemented to meet the agency's requirements. *Training provided under this SIN is conducted at initial installation, which is normally provided, by the contractor to commercial and/or government customers at no additional cost to the customer.* The Contractor shall provide training courses normally available to commercial customer. The training should provide the customer with comprehensive knowledge (e.g., operational capabilities, user training, maintenance training, repair techniques) of equipment or service. Training must be standard or customized commercial courses. Contractors may provide customized training and/or off the shelf training packages as well as-off-the shelf training packages customized to the agency's specific needs related to the operational capabilities, user training and maintenance training of the equipment. Customization off-the-shelf training may include but is not limited to: workbooks; training manuals; slides; videotapes; overhead transparencies, advanced presentation media; and state-of-the art computer based training. All training must give the user the ability to operate with ease. Before implementing a training plan, the contractor shall perform an in depth assessment of the agency's capabilities:

- Customer's Background (e.g., knowledge, experience and capabilities)
- Type of equipment, number of users, usage etc.
- Course content, agenda, objectives and length of course
- Training (professional/non-professional)
- Training aids
- Offsite/off site
- Network with internal/external customers (hands on equipment)
- Training manuals and reference materials

The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government. When the Government requires the contractor to acquire training facilities, the Government will provide payment on a reimbursable basis for the training facilities or in accordance with the customer's requirements. Additional training for a fee, may be offered under Special Item Number (SIN) 51 503 – Educational and Training Services (ETS)

Contractor Furnished Property

The contractor shall furnish one or more of the necessary personnel, tools, spare parts, material and supplies, hardware/software, and support services (except as otherwise specified in the task order), to perform, manage and maintain the customer network infrastructure. All equipment, supplies, spare parts, components, software used in connection with network support must be new and meet the standard commercial provisions.

Government Furnished Property

The government shall furnish personnel, material, equipment, services and facilities (except as otherwise specified in the task order) in order to accomplish the work.

Location and Hours of Work

The contractor shall adhere to the customer's work hours in accordance with the customer's terms and conditions specified in the task order, **Location**: The services may be performed on-site or off-site/ at the contractor's place of business.

On-Site If applicable, the Government will provide the space designated by the using agency.

The facility shall be kept in an orderly fashion with supplies stored in a safe manner. The Contractor shall be responsible for securing supplies and equipment after regular working hours. Any losses or damage due to unauthorized use of equipment or supplies shall be borne by the contractor.

Off-site: The Contractor shall provide the address for the off-site location. Deliverables shall be F.O.B. Destination.

Hours of Work: Generally, the facility will be operational between the hours of 8AM and 5PM, Monday through Friday, except Federal holidays. As an alternative, the ordering agency's individual task order may require the contractor to operate a shift outside of these hours or on weekends in order to meet short term requirements. These alternative shifts must be coordinated with the ordering agency in advance to provide building security.



OBJECTIVE

The purpose of this procurement and resulting contracts is to provide a contracting vehicle for Federal agencies to obtain qualified firms to accomplish their mail requirements.

SCOPE OF WORK

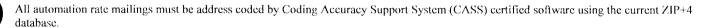
Contractors shall comply with all United States Postal Service (USPS) mailing standards, described in the Domestic Mail Manual (DMM) and other Postal Service directives that apply to the contractors operations. Contractors shall provide all qualified personnel, materials, equipment, facilities and services relative to Mail Management Services as specified in task orders placed by authorized users in a timely, efficient, and cost effective manner. Services specified in a task order may be performed at the contractor's facility, the ordering agency's facility, or other sites as appropriate. Contractors may provide a full range of services or choose only those services in which they specialize in one or more of the following Special Item Numbers.

❖ SIN 733 1 MAIL ROOM ADMINISTRATIVE SUPPORT

Services include, but are not limited to, accepting incoming mail from the United States Postal System (USPS) and courier services such as UPS and FedEx; accepts and signs for certified mail, registered mail and overnight mail; distribution of mail using an Office Roster; processes outgoing mail, metering flats, letters, and packages.

❖ SIN 733 2 MAIL PRESORT

Services include, but are not limited to, mail-presort and barcode services and clean-up below standard address format. No mail shall be rejected by the Contractor due to below standard address format. Each time a mail pickup is made, the Contractor's representative making the pickup must sign a prepared receipt that indicates the pickup date, and the exact number of pieces of mail consigned. The Contractor must collect and maintain this information and make it available to the agency for examination upon request by the Contracting Officer or the Contracting Officer's Representative.



SIN 733 3 MISCELLANEOUS MAIL SERVICES

Services include, but are not limited to, preparing/packaging mail, addressing, labeling, folding, inserting, bursting, collating, mail match, wrapping, software services, metering and stamping in accordance with standard commercial practices and all United States Postal Service (USPS) regulations.

SIN 733 4 LIST MANAGEMENT SERVICES

Services include, but are not limited to, data entry, address label printing, lists management, list cleanup and list coding.

❖ SIN 733 5 MAIL ROOM ERGONOMIC ANALYSIS SERVICES

Services include, but are not limited to, workflow analyses, studying and improving mailroom processes, productivity studies, task analysis, time and motion studies, determining optimal mailroom layout, site-specific ergonomic training, space planning, and process equipment assessments.

❖ SIN 733 6 MAIL SCREENING AND INSPECTION SERVICES

This service involves on site and/or off site examination of all incoming mail, to detect any form of contamination (e.g., hazardous chemicals, anthrax or explosive). It includes Key Personnel, Specialized Equipment, and Supervision to properly screen and inspect incoming mail.



HISTORY ASSOCIATES INCORPORATED

300 N. STONESTREET AVENUE ROCKVILLE, MARYLAND 20850 WWW.HISTORYASSOCIATES.COM PHONE: (301) 279-9697 FAX: (301) 279-9224

E-MAIL: HAI@HISTORYASSOCIATES.COM

September 13, 2007

Ms. Donna Hill General Services Administration Office, Imaging and Document Solutions 2200 Crystal Drive Room 400 Arlington, VA 22202

RE: History Associates Incorporated

Solicitation Number: 3FNJ-C1-00-0001-B, Refresh 13

Office Imaging and Document Solutions

Dear Ms. Hill:

History Associates Incorporated is pleased to provide this final proposal letter with respect to the General Services Administration for the above referenced solicitation.

History Associates Incorporated confirms the following:

- 1. Special Item Number being offered are:
 - 51-504 Records Management Services
- 2. Basic discount is:
 - 51-504 (b) (4) (Varies by Labor Category)
- 3. Prompt Payment Discount: None, Net 30 Days
- 4. Documents Incorporated:
 - a. Commercial Pricelist, effective July 1, 2007
 - b. GSA Pricelist
- 5. History Associates Incorporated (HAI) is in agreement with the terms and conditions prescribed under the Industrial Funding Fee Clauses 552.238-74.

 In accordance with Clause 552.238-74, History Associates Incorporated (HAI) will pay General Services Administration (GSA) a (b) (4) fee of the total Government sales under this contract reported on the GSA form 72A on a quarterly basis.
- 6. History Associates Incorporated (HAI) will accept the Government Commercial Credit Card, at no additional discount extended to the government for its use.
- 7. Warranty Provision: Standard Commercial Warranty

- 8. FOB Point: Destination. Domestic Delivery including Washington D.C., Alaska, Hawaii, and Puerto Rico
- 9. Delivery Time: As negotiated between the Contractor and the ordering activity
- 10. Expedited Delivery Time: As negotiated between the ordering activity and the contractor
- 11. The minimum order for this contract is \$100.
- 12. The maximum order for this contract is as follows:
 - 51-504 \$1,000,000
- 13. Price Reduction Clause 552.238-75: In accordance with the Price Reduction Clause 552.238-75 (Sep 1999) History Associates Incorporated (HAI) agrees to predicate this award on Non-profit who receive 2-14% off the Commercial Price List effective July 1, 2007. Further History Associates Incorporated (HAI) understands that this relationship shall be maintained throughout the contract period. Any changes in History Associates Incorporated (HAI) pricing arrangement for this customer which disturbs this relationship will constitute a price reduction.

14-16.

The IFF and 72A POC is:	The Contract administrator and GSA	
Donald Donoghue	Advantage POC is:	
Director, Finance and Contracts	Donald Donoghue	
300 N. Stonestreet Avenue	Director, Finance and Contracts	
Rockville, MD 20850	300 N. Stonestreet Avenue	
Phone: (301) 279-9697	Rockville, MD 20850	
Fax: (301) 279-9224	Phone: (301) 279-9697	
ddonoghue@historyassociates.com	Fax: (301) 279-9224	
,	ddonoghue@historyassociates.com	

- 17. History Associates Incorporated (HAI) understands that we will notify the Contracting Officer in writing within five (5) working days of any changes to the contact information.
- 18. Trade Agreement: In compliance with the Trade Agreement Act all products offered by History Associates Incorporated (HAI) are manufactured in the United States of America.
- 19. History Associates Incorporated (HAI) will remain in compliance with all the following clauses:
 - 52.22-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.)
 - 52.22-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C 351, etc seq.)

- 52.22-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C 351, etc seq.)
- 52.22-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C 351,etc seq.)
- 52.22-47, SCA Minimum Wages and Fringes Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) ((41 U.S.C 351,etc seq.)

COMMERCIAL PRACTICES

History Associates Incorporated (HAI) states that all commercial business practices have been fully disclosed and are current, accurate and complete as of the conclusion of negotiations.

This is History Associates Incorporated's Final Proposal Revision.

Sincerely,

Brian W. Martin, PhD

President



Donna D. Hill/3FN-CO/R03/GSA/GOV 09/13/2007 06:43 AM

To jakers@fedsched.com

C

bcc

Subject Final Proposal Revision

Listed below is the information that was discussed during negotiation and in your letter it should reference all the information below in your final proposal revision.

- 1. Special Item Numbers (SIN):
- 2. Discounts/Pricing:
- 3. Prompt Payment Discount:
- 4. Documents Incorporated:
- (a) Commercial Price List
- (b) GSA Price List
- 5. Industrial Funding Fee (IFF) Clause 552.238-74:

History Associates Incorporated (HAI) is in agreement with the terms and conditions prescribed under the Industrial Funding Fee Clauses 552.238-74. In accordance with Clause 552.238-74, History Associates Incorporated (HAI) will pay General Services Administration (GSA) a 0.75% fee of the total Government sales under this contract reported on the GSA form 72A on a quarterly basis.

- 6. Government Credit Card: History Associates Incorporated (HAI) will accept the Government Commercial Credit Card, at no additional discount extended to the government for its use.
- 7. Warranty:
- 8. FOB Point: Destination. Domestic Delivery including, Washington, Alaska, Hawaii, and Puerto Rico
- 9. Delivery Time: As stated on the order
- 10. Expedited Delivery Time: As stated on the order
- 11. Minimum Order: \$100
- 12. Maximum Order: \$1,000,000
- 13. Price Reduction Clause 552.238-75: In accordance with the Price Reduction Clause 552.238-75 (Sep 1999) Optimum agreed to predicated this award on all_____

- who receives _______% off the Commercial Price List effective ______. Further History Associates Incorporated (HAI) understands that this relationship shall be maintained throughout the contract period. Any changes in History Associates Incorporated (HAI) pricing arrangement for this customer which disturbs this relationship will constitute a price reduction.
- 14. Point of Contact (Authorized Administrator):
- 15. GSA Advantage (Authorized Administrator).
- 16, 72A Sales Administrator:
- 17. History Associates Incorporated (HAI) understands that we will notify the Contracting Officer in writing within five (5) working days of any changes to the contact information.
- 18. Trade Agreement: In compliance with the Trade Agreement Act all products offered by History Associates Incorporated (HAI) are manufactured in the United States of America.
- 19. History Associates Incorporated (HAI) will remain in compliance with all the following clauses:
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- 52.22-47, SCA Minimum Wages and Fringes Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) ((41 U.S.C 351,etc seq.)

COMMERCIAL PRACTICES

History Associates Incorporated (HAI) states that all commercial business practices have been fully disclosed and are current, accurate and complete as of the conclusion of negotiation.

History Associates Incorporated (HAI) understands that they will notify the Contracting Officer (in writing) within five (5) working days of any changes to the contact for contract information.

HISTORY ASSOCIATES INCORPORATED SUBMITS THIS PROPOSAL TO THE GENERAL SERVICES ADMINISTRATION IN RESPONSE TO SOLICITATION 3FNJ-C1-00-0001-B

RECEIVED BY GSA:

Active in CCR; Registration valid until 06/29/2008.

DUNS:	037704574
DUNS PLUS4:	
CAGE/NCAGE:	9Y474
Legal Business Name:	HISTORY ASSOCIATES INCORPORATED
Doing Business As (DBA):	
Division Name:	
Division Number:	
Company URL:	HTTP://WWW.HISTORYASSOCIATES.COM

300 N STONESTREET AVE

Physical Street Address 2:
Physical City: ROCKVILLE

Physical State: MD

Physical Zip/Postal Code: 20850-1655

Physical Country: USA

Mailing Name: HISTORY ASSOCIATES INCORP

Mailing Street Address 1: 300 N. STONESTREET AVENUE

Mailing Street Address 2:

Physical Street Address 1:

Current Registration Status:

Mailing City: ROCKVILLE

Mailing State: MD

Mailing Zip/Postal Code: 20850-1655

Mailing Country: USA

Business Start Date: 01/02/1981



July 17, 2007

GSA/FSS/3FNJ
Office Imaging and Document Solutions
Attn: Joanne Viola
Crystal Plaza 4
2200 Crystal Drive, Suite 400
Arlington, VA 22202

RE: History Associates Incorporated

Solicitation Number: 3FNJ-C1-00-0001-B Office Imaging and Document Solutions

Dear Ms. Viola:

On behalf of History Associates Incorporated, Federal Schedules, Inc. is pleased to present this submission in response to Solicitation 3FNJ-C1-00-0001-B.

Per GSA's instructions, enclosed are the following documents:

PROPOSAL – Original and one copy of the following:

- GSA Solicitation, Standard Form 1449
- · Commercial Pricelist
- · Proposed GSA Pricelist
- History Associates Incorporated Financial Information
- Technical Factor #1
- Technical Factor #2
- Technical Factor #3 (OpenRatings, Inc. Past Performance Evaluation)
- Central Contractor Registration (CCR)
- Online Representations and Certifications Applications (ORCA)

We believe that this submission is fully responsive to the referenced solicitation. If additional information or clarification is required, please contact me at 703.709.8700.

Sincerely,

Thomas E. McCrary

Executive Account Manager



PLEASE SEND ALL CORRESPONDENCE TO:

FEDERAL SCHEDULES, INC.
2325 DULLES CORNER BOULEVARD
SUITE 410

HERNDON, VA 20171-3418 PHONE: (703) 709-8700

FAX: (703) 709-8706

(PLEASE SEE ATTACHED AUTHORIZATION STATEMENT.)



HISTORY ASSOCIATES INCORPORATED

300 N. STONESTREET AVENUE ROCKVILLE, MARYLAND 20850 WWW.HISTORYASSOCIATES.COM PHONE: (301) 279-9697 FAX: (301) 279-9224

E-MAIL: HAI@HISTORYASSOCIATES.COM

July 17, 2007

General Services Administration

RE: History Associates Incorporated

Solicitation 3FNJ-C1-00-0001-B

Provided below is a list of persons who are authorized to negotiate, but not bind or commit, on behalf of History Associates Incorporated with the General Services Administration (GSA) in conjunction with the above reference solicitation.

NAME	TITLE	COMPANY	PHONE NUMBER
Julie C. Akers	Vice President	Federal Schedules, Inc.	(703) 709-8700
Thomas E. McCrary	Executive Acct. Mgr.	Federal Schedules, Inc.	(703) 709-8700
Jeromy L. Block	Contracts Specialist	Federal Schedules, Inc.	(703) 709-8700

Federal Schedules, Inc., 2325 Dulles Corner Boulevard, Suite 410, Herndon, VA 20171, will be the single point of contact for all informational requests, negotiations, amendments, and submission of required documentation requested by GSA throughout the contract process. Any documentation submitted by Federal Schedules, Inc. which requires formal commitment by an officer of History Associates Incorporated will be so indicated by signature approval from History Associates Incorporated on History Associates Incorporated letterhead, at the direction of GSA.

Sincerely,

Brian W. Martin, PhD

President

AMENI	DMENT OF SOLICITATION/MC	1.Contract ID Code		Page of Pages 1 2			
	nent/Modification No. - 0 0 1 8	sition/Pu	rchase Req. No.	5. Projec	t No. (If Applicable)		
GS:	neral Services Administ A FAS 3QSAC O S INDEPENDENCE MALL W			7. Administered By: (If Other) GSA/FAS/QV0CF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102			
HI	and Address of Contractor (No. Street STORY ASSOCIATES INCORPO N STONESTREET AVE		Code)		9A Amendment of 9B. Dated (See Ite		on No:
RO	CKVILLE, MD 208501655			Х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	T8E0	act/Order No.
Code		Facility Code					
	11 THIS	TEM ONLY APPLIES	TO AMENDME	NTS OF	SOLICITATION	NS	
	The above numbered solicitation is am date specified for receipt of Offers	ended as set forth in item 14	4. The hour and		is extended		is not extended.
(a) By comp reference to DATE SPEC telegram or	must acknowledge receipt of this amend leting items 8 and 15, and returning copies of the an the solicitation and amendment numbers. FAILURE CIFIED MAY RESULT IN REJECTION OF YOUR OF letter makes reference to the solicitation and this ame DUNTING AND APPROPRIATION DAT	nendment; (b) By acknowledging rece OF YOUR ACKNOWLEDGEMENT FER. If by virtue of this amendment y endment and is received prior to the o	eipt of this amendment on e FO BE RECEIVED AT THE ou desire to change an offe	ach copy of the PLACE DES er already sub	ne offer submitted; or (c) By IGNATED FOR THE REC	y separate let EIPT OF OFF	ter or telegram which includes a ERS PRIOR TO THE HOUR AND
12. ACC							
		S ITEM APPLIES ONLY TO			•		
	A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.	MODIFIES THE CONTRACT TO: (Specify authority) THE CHANG				DER NO.	
X	B. THE ABOVE NUMBERED CONTRACT/ORDER ITEM 14. PURSUANT TO THE AUTHORITY OF F.				anges in paying office, app		ta, etc.) SET FORTH IN
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTER	RED NTO PURSUANT TO AUTHOR	ITY OF:				
	D. OTHER (Specify type of modification and authori	ty):					
E.	IMPORTANT: Contractor: is not	X , is	required to sign this doc	ument and re	turn, copies to the issu	uing office.	
By Ve:	request of the contract ndor IT Support center, gotiator's name in compa	tor, an Authorize due to a spellin	d Negotiator g disparity	modif	existing aut		
wh Ar	e disparity in spelling ich did not coincide wit chives and Collections N orementioned spelling d	th their digital Management, initi Isparity. The con	certificate. ated this mo	Mark difica ail to	J Evans, VP tion to add:	and Diress tl	irector of he
15A. NAME	AND TITLE OF SIGNER (Type or Print)	00110111			CTING OFFICER (Type or	Print)	
Мо	d submitted by						
Co	ntractor		John Gian				
15B. CONTI	RACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES (OF AMERICA			16C. DATE SIGNED
	nature Not Required f person authorized to sign)		By Signed ele (Signature of Contracting		ally See a	above	Jan 20, 2019

Continuation of Description...

attachment "Request to Correct Auth Negotiator Spelling 1.16.19."

Block 13 Notes

Block 13.B:

K-FSS-1: Authorized Negotiator

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT						1.Contract ID Code		Page of Pages 1 1	
	Amendment/Modification No. PA - 0.019 3. Effective Date: Jan 22, 2019					ition/Purchase Req. No. 5. Project No. (If Applicable)			
GS:	IBy: neral Services Administr A FAS 3QSAC O S INDEPENDENCE MALL WE ILADELPHIA PA			7. Administered By: (If Other) GSA/FAS/QV0CF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102					
HI	and Address of Contractor (No. Stree STORY ASSOCIATES INCORPO 0 N STONESTREET AVE		and Zip Co	de)		9A Amendment of 9B. Dated (See Ite		on No:	
RO	CKVILLE, MD 208501655				Х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	T8E0	act/Order No.	
Code		Facility Code							
	11 THIS I	TEM ONLY A	PPLIES 1	TO AMENDME	NTS OF	SOLICITATION	IS		
	The above numbered solicitation is amounted the specified for receipt of Offers	ended as set forth	in item 14.	The hour and		is extended		is not extended.	
(a) By comp reference to DATE SPEC	must acknowledge receipt of this amend leting items 8 and 15, and returning copies of the am the solicitation and amendment numbers. FAILURE CIFIED MAY RESULT IN REJECTION OF YOUR OFF letter makes reference to the solicitation and this ame	endment; (b) By acknow OF YOUR ACKNOWLE FER. If by virtue of this a	vledging receip DGEMENT TO Imendment you	t of this amendment on ea BE RECEIVED AT THE I desire to change an offe	ach copy of th PLACE DESI r already sub	ne offer submitted; or (c) By IGNATED FOR THE RECE	y separate let EIPT OF OFF	tter or telegram which includes a FERS PRIOR TO THE HOUR AND	
12. ACC	DUNTING AND APPROPRIATION DATA	A (If required)							
	13. THIS	SITEM APPLIES	ONLY TO I	MODIFICATIONS C	F CONTE	RACTS/ORDERS,			
	A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.			ORDER NO. AS DE			DER NO.		
Х	B. THE ABOVE NUMBERED CONTRACT/ORDER ITEM 14. PURSUANT TO THE AUTHORITY OF FA	AR 43.103(b). Type of co	ontract modifica	tions Unilateral Se		anges in paying office, app k 13 Notes.		ta, etc.) SET FORTH IN	
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTER		TO AUTHORIT	Y OF:					
	D. OTHER (Specify type of modification and authorit								
t.	IMPORTANT: Contractor: is not PTION OF MOD FICATION (Organized by UCF sections)	X , is	aliaitation/sontr			turn, copies to the issu	Jing office.		
The	e contractor's letter, r	requesting a	a modif	ication dat	ed 1/2				
	Addition of Beth Maser Deletion of Monica Frie				r.				
	ove changes are detailed 1/22/19.	l on the Aut	thoriza	tion letter	signe	d by Mark Ev	ans, '	VP-Director,	
15A. NAME	AND TITLE OF SIGNER (Type or Print)			16A. NAME AND TITLE	OF CONTRAC	CTING OFFICER (Type or	Print)		
	d submitted by								
	rk J Evans	150 DATE BIONED		John Gian	_	os		ASC DATE SIGNED	
	ractor/offeror lature Not Required	15C. DATE SIGNED		16B. UNITED STATES О ву Signed ele		ally See a	above	Jan 22, 2019	
_	f person authorized to sign)			(Signature of Contracting				_	

Block 13 Notes

Block 13.B:

K-FSS-1: Authorized Negotiator

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CONT		1.CONTRACT ID C	ODE	PAGE OF PAGES 1 1	
AMENDMENT/MODIFICATION NUMBER PA-0023	3. EFFECTIVE DATE Feb. 04, 20	III .	ISITION/P		5. PROJI	ECT NUMBER (If applicable)
General Services Administ GSA FAS 3QSAC 100 S INDEPENDENCE MALL W	DDE ration		7. ADMIN GS 50	IISTERED BY (If ot A/FAS/TTL/QM UNITED NATI N FRANCISCO	IAAB ONS PI	LAZA
8. NAME AND ADDRESS OF CONTRACTOR (N HISTORY ASSOCIATES INCORP 300 N STONESTREET AVE		and ZIP Code)		9A AMENDMENT (9B. DATED (SEE I		ITATION NUMBER
ROCKVILLE, MD 208501655			Х	10A. MODIFICATIO GS-25F-00 10B. DATED (SEE Sep 13, 2	T8E	NTRACT/ORDER NUMBER
CODE	FACILITY CODE					
11 THIS	ITEM ONLY APPLIES	TO AMENDMEN	NTS OF	SOLICITATION	S	
The above numbered solicitation is ame specified for receipt of Offers	ended as set forth in Item 14.	The hour and date		is extended		is not extended.
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13. THI	S ITEM APPLIES ONLY TO	MODIFICATIONS O	F CONTR	ACTS/ORDERS.		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.	DIFIES THE CONTRACT/OR TO: (Specify authority) THE CHANGES				R NUMBER	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS ITEM 14. PURSUANT TO THE AUTHORITY OF FA				ges in paying office, approp k 13 Notes	oriation data,	etc.) SET FORTH IN
C. THIS SUPPLEMENTAL AGREEMENT IS ENTER	ED NTO PURSUANT TO AUTHORITY	OF:				
D. OTHER (Specify type of modification and authority	<i>(</i>)					
E. IMPORTANT: Contractor: X	is not is	required to sign this docu	ment and retu	ırn copies to the issuin	g office.	
The contractor's letter, documents are accepted an	requesting a modif	ication date	ed 2/0	1/2020, and		
1. Deletion of Mark J Eva 2. Amending the contract	s Industrial Fundi	ng Fee (IFF)) POC	to Jeff Barn		
The above requests are de Fairchild, President, on Except as provided herein, all terms and conditions of the docume	2/01/2020.				ned by	Courtney
15A. NAME AND TITLE OF SIGNER (Type or print)				TING OFFICER (Type or p	orint)	
Mod submitted by						
Courtney E Fairchild		John Gian	nopoul	os		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES O	F AMERICA			16C. DATE SIGNED
Signature Not Required Signature of person authorized to sign)		By Signed ele Signature of Contracting		sally See a	above	Feb 04, 2020

Block 13 Notes

Block 13.B:

K-FSS-1: Authorized Negotiator

552.238-80: Industrial Funding Fee (IFF) POC

AMEN	DMENT OF SOLICITATION/MC		1.Contract ID Code		Page of Pages 1 1		
	nent/Modification No. -0008	3. Effective Date: Mar 24, 201		Requisition/Purchase Req. No. 5. Project No. (If Applicab			
6. Issued Ge GS 20	BBy: neral Service Administra A FAS 3QSAC N 8TH ST., ROOM 1029			G:	nistered By: (If Oth SA/FAS/QV0CF 50 GOLDEN GA AN FRANCISCO	TE AVE	5 FL. EAST
8. Name	and Address of Contractor (No. Stree	et, County, State and Zip Co	ode)		9A Amendment o	f Soliciati	on No:
	STORY ASSOCIATES INCORPO O N STONESTREET AVE	DRATED			9B. Dated (See Ite	em 11)	
RO	CKVILLE, MD 208501655			Х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	T8E0	act/Order No.
Code		Facility Code					
	11 THIS	TEM ONLY APPLIES	TO AMENDME	NTS OF	SOLICITATIO	NS	
	The above numbered solicitation is am date specified for receipt of Offers	ended as set forth in item 14.	The hour and		is extended		is not extended.
(a) By compreference to DATE SPE	must acknowledge receipt of this amenor leting items 8 and 15, and returning copies of the an the solicitation and amendment numbers. FAILURE CIFIED MAY RESULT IN REJECTION OF YOUR OF letter makes reference to the solicitation and this ame	nendment; (b) By acknowledging receip OF YOUR ACKNOWLEDGEMENT TO FER. If by virtue of this amendment you	ot of this amendment on each OBE RECEIVED AT THE Udesire to change an offe	ach copy of the PLACE DES r already sub	ne offer submitted; or (c) B	y separate let EIPT OF OFF	ter or telegram which includes a ERS PRIOR TO THE HOUR AND
12. ACC	OUNTING AND APPROPRIATION DAT	A (If required)					
		S ITEM APPLIES ONLY TO			•		
	A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.					DER NO.	
	B. THE ABOVE NUMBERED CONTRACT/ORDER ITEM 14. PURSUANT TO THE AUTHORITY OF F.		I NISTRATIVE CHANGES	S (such as ch	anges in paying office, app	propriation da	ta, etc.) SET FORTH IN
Х	C. THIS SUPPLEMENTAL AGREEMENT IS ENTE	RED NTO PURSUANT TO AUTHORIT	YOF: See Bloc	k 13 N	Notes		
	D. OTHER (Specify type of modification and authori	ty):					
E.	IMPORTANT: Contractor: is not	, is X	required to sign this doc	ument and re	turn, copies to the iss	uing office.	
Th in la	PTION OF MOD FICATION (Organized by UCF sector of Contractors letter date corporated into the Contest EPA was in 2011 for AND TITLE OF SIGNER (Type or Print)	ted 3/12/2015 and tract. The change	all associa is for an E	ted do		(4)	ved and . The
15B. CONT	RACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES C	F AMERICA			16C. DATE SIGNED
	See	above	Rv		See a	above	

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Block 13 Notes

Block 13.C:

I-FSS-969

List of Documents for the eMod Package:

File Name: Mod.pdf

Submit Date: 3/23/2015 12:00:00 AM

Description: Mod Responses

File Name: GS25F-0038T EPA Request 3-12-15.pdf

Submit Date: 3/23/2015 12:00:00 AM Description: Commercial Pricelist

File Name: March 2015 EPA Request Cvr Ltr.docx

Submit Date: 3/23/2015 12:00:00 AM Description: Supporting Documentation

AMENDMENT OF SOLICITATION/MC	1.Contract ID Cod	le	Page of Pages 1 2			
Amendment/Modification No. PA - 0007	Purchase Req. No.	5. Projec	et No. (If Applicable)			
6.Issued By: General Service Administra GSA FAS 3QSAC 20 N 8TH ST., ROOM 1029 PHILADELPHIA PA	ation 19107		7. Ad	ministered By: (If Oth GSA/FAS/QV0CC 10 CAUSEWAY S BOSTON MA 022	T	
8. Name and Address of Contractor (No. Stree	et, County, State	and Zip Code)		9A Amendment o	f Soliciati	on No:
HISTORY ASSOCIATES INCORPO 300 N STONESTREET AVE	DRATED			9B. Dated (See Ite	em 11)	
ROCKVILLE, MD 208501655			х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	T8E0	act/Order No.
Code	Facility Code					
11 THIS	TEM ONLY A	PPLIES TO A	AMENDMENTS (OF SOLICITATION	VS.	1
The above numbered solicitation is am date specified for receipt of Offers	ended as set forth	in item 14. The	hour and	is extended		is not extended.
Offerors must acknowledge receipt of this amend (a) By completing items 8 and 15, and returning copies of the an reference to the solicitation and amendment numbers. FAILURE DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OF telegram or letter makes reference to the solicitation and this ame	nendment; (b) By acknow OF YOUR ACKNOWLE FER. If by virtue of this a	vledging receipt of thi DGEMENT TO BE R Imendment you desir	s amendment on each copy ECEIVED AT THE PLACE e to change an offer already	of the offer submitted; or (c) B DESIGNATED FOR THE REC	y separate le EIPT OF OFF	tter or telegram which includes a FERS PRIOR TO THE HOUR AND
12. ACCOUNTING AND APPROPRIATION DAT	A (If required)					
				NTRACTS/ORDERS,		
A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.			ER NO. AS DESCRI FORTH IN ITEM 14 ARE N		DER NO.	
B. THE ABOVE NUMBERED CONTRACT/ORDER				s changes in paying office, app ock 13 Notes.	propriation da	ita, etc.) SET FORTH IN
C. THIS SUPPLEMENTAL AGREEMENT IS ENTER						
D. OTHER (Specify type of modification and authori	ty):					
E. IMPORTANT: Contractor: is not	X , is	requi	red to sign this document ar	d return, copies to the issu	uing office.	
14. DESCRIPTION OF MOD FICATION (Organized by UCF secton Contract GS-25F-0038T is become a contract GS-25F-0					rative	changes:
Deleted						
Michael D. Chamband						
Michael R. Shepherd Contracting Officer						
Phone: 215-446-4867						
Email: michael.shepherd@g	_	Continue r	ext page			
15A. NAME AND TITLE OF SIGNER (Type or Print)				TRACTING OFFICER (Type or	r Print)	
GSA Initiated Mod		_	u-l- le c			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		<pre>Iichael R. Sh JNITED STATES OF AMER</pre>	_		16C. DATE SIGNED
Signature Not Required	.so. DATE GIGNED	ву <u>S</u>	igned electror		above	Apr 25, 2014
(Signature of person authorized to sign)		(Signa	ture of Contracting Officer)			JL

Continuation of Description...

Deleted

Patricia Russo

Contracting Specialist

Phone: 215-446-4872 Email: patricia.russo@gsa.gov

Added

James T. Concannon Contracting Officer Phone: 215-446-5020

Email: james.concannon@gsa.gov

Added

Thomas J. Slager

Contracting Specialist Phone: 215-446-4876

Email: thomas.slager@gsa.gov

Block 13 Notes

Block 13.B:

In accordance with FAR 43.103(b)(1), administrative changes to the contract are to be done through unilateral modifications.

AMENDMENT OF SOLICITATION/M	1.Contract ID Code		Page of Pages 1 2				
Amendment/Modification No. PA-0016	3. Effe	sition/Pur	rchase Req. No.	5. Projec	t No. (If Applicable)		
6. Issued By: General Services Administ GSA FAS 3QSAC 100 S INDEPENDENCE MALL V PHILADELPHIA			7. Administered By: (If Other) GSA/FAS/QV0CF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102				
B. Name and Address of Contractor (No. Str HISTORY ASSOCIATES INCORE 300 N STONESTREET AVE		and Zip Co	ode)		9A Amendment of 9B. Dated (See Ite		on No:
ROCKVILLE, MD 208501655				Х	10A. Modification GS25F003 10B. Dated (See It Sep 13,	8T	act/Order No.
Code	Facility Code						
11 THIS	ITEM ONLY	APPLIES '	TO AMENDME	NTS OF	SOLICITATION	IS	
The above numbered solicitation is a date specified for receipt of Offers	mended as set fort	h in item 14.	The hour and		is extended		is not extended.
Offerors must acknowledge receipt of this ame (a) By completing items 8 and 15, and returning copies of the reference to the solicitation and amendment numbers. FAILUF DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR Celegram or letter makes reference to the solicitation and this a	amendment; (b) By acknown RE OF YOUR ACKNOWN PFFER. If by virtue of this mendment and is receive	owledging receip LEDGEMENT TO s amendment you	ot of this amendment on ea O BE RECEIVED AT THE u desire to change an offer	ach copy of the PLACE DES ralready sub	ne offer submitted; or (c) By IGNATED FOR THE REC	y separate let EIPT OF OFF	ter or telegram which includes a ERS PRIOR TO THE HOUR AND
12. ACCOUNTING AND APPROPRIATION DA	IA (If required)						
			MODIFICATIONS C		•		
A. THIS CHANGE ORDER IS ISSUED PURSUAI N ITEM 10A.			ORDER NO. AS DE			DER NO.	
B. THE ABOVE NUMBERED CONTRACT/ORDE ITEM 14. PURSUANT TO THE AUTHORITY OF			NISTRATIVE CHANGES	s (such as cha	anges in paying office, app	ropriation dat	ta, etc.) SET FORTH IN
C. THIS SUPPLEMENTAL AGREEMENT IS ENT	ERED NTO PURSUANT	T TO AUTHORIT	TY OF:				
D. OTHER (Specify type of modification and author	ority):						
E. IMPORTANT: Contractor: is not	X , is		required to sign this docu	ument and re	turn, copies to the issu	ing office.	
14. DESCRIPTION OF MOD FICATION (Organized by UCF so					ng administ	rative	changes:
Deleted							
Thomas J. Slager							
Contracting Specialist							
Phone: 215-446-4876 Email: thomas.slager@gsa	ı.gov	Continu	ıe next paqe				
15A. NAME AND TITLE OF SIGNER (Type or Print)		COHCHIC			CTING OFFICER (Type or	Print)	
GSA Initiated Mod							
			Michael M		Jr		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		16B. UNITED STATES O				16C. DATE SIGNED
Signature Not Required Signature of person authorized to sign)			By Signed election (Signature of Contracting		<u>ally</u> See a	bove	Apr 30, 2018

Continuation of Description...

Added

John Giannopoulos Contracting Specialist
Phone: 215-446-5081
Email: john.giannopoulos@gsa.gov

Block 13 Notes

Block 13.B:

In accordance with FAR 43.103(b)(1), administrative changes to the contract are to be done through unilateral modifications.



June 29, 2016

DONALD DONOGHUE
300 N. STONESTREET AVENUE
ROCKVILLE MD 20850-1655

Dear DONALD DONOGHUE:

This letter is in reference to your modification request(s) dated 2016/06/24 referencing contract number GS25F0038T under schedule 036.

Your request to modify your existing contract is denied because: Incomplete/Missing Information.

The following below, specifies why your modification request(s) did not meet the necessary requirements for award:

Please resubmit with your current dated commercial price list. EPA Modifications are not automatically approved. Pricing must be competitive with current GSA Advantage prices. If you can provide any market research on your pricing, please also provide that information.

Your modification request is being returned without further contractual action. Please address the above outlined modification request deficiencies before resubmitting your modification request(s) for potential award.

If you should have any questions concerning the above, please contact me at 215-446-4876 or via e-mail: thomas.slager@gsa.gov.

Sincerely,

Thomas J. Slager
Contract Specialist
GSA FAS 3QSAC
100 S INDEPENDENCE MALL WEST
PHILADELPHIA PA 19106

AMENDMENT OF SOL	DIFICATION O		1.Contract ID Cod	e	Page of Pages 1 1			
Amendment/Modification No).		ive Date: 6, 2016	4. Requis	sition/Pur	chase Req. No.	5. Projec	t No. (If Applicable)
General Service GSA FAS 3QSAC 100 S INDEPENDE PHILADELPHIA	ENCE MALL WE				GS 45	nistered By: (If Other SA/FAS/QVOCF 50 GOLDEN GA AN FRANCISCO	TE AVE	
3. Name and Address of Cor	ntractor (No. Stree	t, County, State a	nd Zip Code)			9A Amendment of	Soliciation	on No:
HISTORY ASSOCIA		RATED				9B. Dated (See Ite	m 11)	
ROCKVILLE, MD 2	208501655				Х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	T8E0	oct/Order No.
Code		Facility Code						
	11 THIS I	TEM ONLY AP	PLIES TO AN	MENDMEN	NTS OF	SOLICITATION	IS	
The above numbere date specified for red		nded as set forth in	n item 14. The ho	our and		is extended		is not extended.
Offerors must acknowledge re a) By completing items 8 and 15, and re eference to the solicitation and amendn OATE SPECIFIED MAY RESULT IN RE elegram or letter makes reference to the 12. ACCOUNTING AND APPI	eturning copies of the ame ment numbers. FAILURE (EJECTION OF YOUR OFF e solicitation and this amer	endment; (b) By acknowle OF YOUR ACKNOWLED ER. If by virtue of this am ndment and is received p	ledging receipt of this ar DGEMENT TO BE REC mendment you desire to	mendment on ea CEIVED AT THE o change an offer	nch copy of th PLACE DESI r already subi	ne offer submitted; or (c) By IGNATED FOR THE RECE	separate lett	ter or telegram which includes a ERS PRIOR TO THE HOUR AND
	13. THIS	SITEM APPLIES O	ONLY TO MODIF	ICATIONS C	F CONTE	RACTS/ORDERS,		
A. THIS CHANGE ORDER N ITEM 10A.		ODIFIES THE COI					DER NO.	
B. THE ABOVE NUMBERE ITEM 14. PURSUANT TO	THE AUTHORITY OF FA	R 43.103(b).					ropriation dat	a, etc.) SET FORTH IN
X C. THIS SUPPLEMENTAL			O AUTHORITY OF: S	ee Bloc	k 13 N	lotes		
D. OTHER (Specify type of	Г	<u>/):</u>						
IIWIFORTANT.	Contractor: is not	, is	X			turn, copies to the issu	ing office.	
4. DESCRIPTION OF MOD FICATION The contractors incorporated ir Last EPA was ir	s letter dat nto the cont n May 2015.	ed 6/30/201 ract. The c	l6 and all change is f	associa for an E	ted do PA Of		for Se	ervices.
5B. CONTRACTOR/OFFEROR E-SIGNed 07/14/2016 by Donald	Donoghue HISTORY ASSOCI	15C. DATE SIGNED (ATES INCORPORATED ABOVE)		TED STATES 0		by Michael McGra	w Jr GSA	16C. DATE SIGNED /FSS

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Block 13 Notes

Block 13.C:

552.216-70

List of Documents for the eMod Package:

File Name: EPA Request Chart.pdf Submit Date: 6/29/2016 3:16:36 PM Description: Supporting Documentation

File Name: Price List Comparisons.pdf Submit Date: 6/29/2016 3:17:43 PM

Description: Vendor Defined

File Name: Mod.pdf

Submit Date: 6/29/2016 3:19:14 PM Description: Vendor Response Document

File Name: Commercial Price List 2016.pdf

Submit Date: 6/30/2016 11:05:32 AM Description: Commercial Pricelist

File Name: EPA Request Cover Letter.pdf

Submit Date: 7/1/2016 8:50:17 AM

Description: Vendor Defined

File Name: CSP Statement Email.pdf Submit Date: 07/06/2016 13:10:16:13

Description: CSP Memo



July 14, 2017

DONALD DONOGHUE
300 N. STONESTREET AVENUE
ROCKVILLE MD 20850-1655

Dear DONALD DONOGHUE:

This letter is in reference to your modification request(s) dated 2017/07/14 referencing contract number GS25F0038T under schedule 036.

Your request to modify your existing contract is denied because: Incomplete/Missing Information.

The following below, specifies why your modification request(s) did not meet the necessary requirements for award:

Please resubmit with an authorization letter, on Company letterhead, signed by an officer of the company, stating who is to be added as an Authorized negotiator. Also submit a screen shot of the e certification for the individual being added.

Your modification request is being returned without further contractual action. Please address the above outlined modification request deficiencies before resubmitting your modification request(s) for potential award.

If you should have any questions concerning the above, please contact me at 215-446-4876 or via e-mail: thomas.slager@gsa.gov.

Sincerely,

Thomas J. Slager
Contract Specialist
GSA FAS 3QSAC
100 S INDEPENDENCE MALL WEST
PHILADELPHIA PA 19106

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT						1.Contract ID Code		Page of Pages 1 1	
Amendment/Modification No. PA-0014 3. Effective Date: Jul 25, 2017						sition/Purchase Req. No. 5. Project No. (If Applicable)			
GS:	IBy: neral Service Administra A FAS 3QSAC O S INDEPENDENCE MALL WE ILADELPHIA PA			7. Administered By: (If Other) GSA/FAS/QV0CF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102					
HI	and Address of Contractor (No. Street STORY ASSOCIATES INCORPO ON STONESTREET AVE		and Zip Coo	de)		9A Amendment of 9B. Dated (See Ite		on No:	
RO	CKVILLE, MD 208501655				Х	10A. Modification GS25F003 10B. Dated (See It Sep 13,	T 8	act/Order No.	
Code		Facility Code							
	11 THIS	TEM ONLY A	PPLIES T	O AMENDME	NTS OF	SOLICITATION	IS		
	The above numbered solicitation is am date specified for receipt of Offers	ended as set forth	in item 14.	The hour and		is extended		is not extended.	
(a) By comp reference to DATE SPEC	must acknowledge receipt of this ameno leting items 8 and 15, and returning copies of the an the solicitation and amendment numbers. FAILURE CIFIED MAY RESULT IN REJECTION OF YOUR OF letter makes reference to the solicitation and this ame	nendment; (b) By acknow OF YOUR ACKNOWLE FER. If by virtue of this a	vledging receipt DGEMENT TO amendment you	of this amendment on ea BE RECEIVED AT THE desire to change an offe	ach copy of th PLACE DESI r already sub	e offer submitted; or (c) By	y separate let EIPT OF OFF	ter or telegram which includes a ERS PRIOR TO THE HOUR AND	
12. ACC	DUNTING AND APPROPRIATION DAT	A (If required)							
				ODIFICATIONS C		•			
	A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.			S SET FORTH IN ITEM 1			DER NO.		
X	B. THE ABOVE NUMBERED CONTRACT/ORDER ITEM 14. PURSUANT TO THE AUTHORITY OF FA	AR 43.103(b). Type of co	ontract modificat	ions Unilateral Se		anges in paying office, app lk 13 Notes.		ta, etc.) SET FORTH IN	
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTER		TO AUTHORITY	/ OF:					
_	D. OTHER (Specify type of modification and authori								
E.	IMPORTANT: Contractor: is not	X , is				turn, copies to the issu	uing office.		
Con	PTION OF MOD FICATION (Organized by UCF section of Modern Properties of the contemporated into the contemporated.)	7/25/2017	and all	associated	docum				
454 33445							5		
	AND TITLE OF SIGNER (Type or Print) d submitted by		1	IOA. NAME AND TITLE (JE CONTRA	CTING OFFICER (Type or	rint)		
	ntractor			Michael M	cGraw	Jr			
15B. CONTI	RACTOR/OFFEROR	15C. DATE SIGNED		16B. UNITED STATES O	F AMERICA			16C. DATE SIGNED	
_	nature Not Required f person authorized to sign)		- 11	By Signed elec		<u>ally</u> See a	above	Jul 25, 2017	

Block 13.B:

K-FSS-1

MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT						1.Contract ID Code		Page of Pages 1 1		
Amendment/Modification	No.	ll ll	fective Date:		sition/Pur	rchase Req. No.	5. Projec	t No. (If Applicable)		
6. Issued By: General Servi GSA FAS 3QSAC 100 S INDEPEN PHILADELPHIA	C NDENCE MALL WI				7. Administered By: (If Other) GSA/FAS/QVOCF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102					
8. Name and Address of 6 HISTORY ASSOC 300 N STONEST	CIATES INCORPO		te and Zip Co	ode)		9A Amendment of Soliciation No: 9B. Dated (See Item 11)				
ROCKVILLE, MD 208501655					х	10A. Modification of Contract/Order No. GS25F0038T 10B. Dated (See Item 13) Sep 13, 2007				
Code		Facility Code								
	11 THIS	ITEM ONLY	APPLIES	TO AMENDME	NTS OF	SOLICITATION	VS.			
The above numb	ered solicitation is am receipt of Offers	ended as set fo	orth in item 14.	. The hour and		is extended		is not extended.		
Offerors must acknowledge (a) By completing items 8 and 15, a reference to the solicitation and ame DATE SPECIFIED MAY RESULT If telegram or letter makes reference to	nd returning copies of the are endment numbers. FAILURE N REJECTION OF YOUR OF	nendment; (b) By ack OF YOUR ACKNOV FER. If by virtue of the	knowledging receip WLEDGEMENT To his amendment yo	pt of this amendment on e O BE RECEIVED AT THE u desire to change an offe	ach copy of the PLACE DES or already sub	ne offer submitted; or (c) By IGNATED FOR THE RECI	y separate let EIPT OF OFF	tter or telegram which includes a FERS PRIOR TO THE HOUR AND		
12. ACCOUNTING AND A	PPROPRIATION DAT	A (If required)								
	13. THI	S ITEM APPLIE	S ONLY TO	MODIFICATIONS	OF CONTR	RACTS/ORDERS,				
A. THIS CHANGE OR	IT INDER IS ISSUED PURSUANT			ORDER NO. AS DI			DER NO.			
ITEM 14. PURSUANT	SERED CONTRACT/ORDER TO THE AUTHORITY OF F	AR 43.103(b). Type (of contract modific	ations Unilateral Se		anges in paying office, app ck 13 Notes.		ta, etc.) SET FORTH IN		
	TAL AGREEMENT IS ENTE		NT TO AUTHORI	TY OF:						
D. OTHER (Specify typ	oe of modification and author			 1						
E. IMPORTANT:	Contractor: is not	X , is				turn, copies to the issu	uing office.			
The contractor incorporated negotiator.		ted 7/17/2	2017 and	all associa	ted do					
				1						
15A. NAME AND TITLE OF SIGNE				16A. NAME AND TITLE	OF CONTRA	CTING OFFICER (Type or	Print)			
Mod submitted Andrew Bart	L DY			Michael M	cGraw	Jr				
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED)	16B. UNITED STATES C				16C. DATE SIGNED		
Signature Not R	•			By Signed ele		<u>ally</u> See a	above	Aug 16, 2017		

Block 13.B:

K-FSS-1

IENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1.Contract ID Code		Page of Pages 1 2	
Amendment/Modification No. PA - 0.01.7	ll ll	tive Date: 22, 2018	- 11	sition/Pur	chase Req. No.	5. Projec	t No. (If Applicable)	
6. Issued By: General Services Administ: GSA FAS 3QSAC 100 S INDEPENDENCE MALL WI PHILADELPHIA PA				7. Administered By: (If Other) GSA/FAS/QV0CF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102				
8. Name and Address of Contractor (No. Street HISTORY ASSOCIATES INCORPOSION N STONESTREET AVE		and Zip Coo	de)		9A Amendment of Soliciation No: 9B. Dated (See Item 11)			
ROCKVILLE, MD 208501655		Х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	T8E0	act/Order No.			
Code	Facility Code							
11 THIS	ITEM ONLY A	PPLIES T	O AMENDMEN	NTS OF	SOLICITATION	IS		
The above numbered solicitation is am	ended as set forth	in item 14.	The hour and		is extended		is not extended.	
Offerors must acknowledge receipt of this amend (a) By completing items 8 and 15, and returning copies of the ar reference to the solicitation and amendment numbers. FAILURE DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OF telegram or letter makes reference to the solicitation and this amendment of the specific property of the solicitation and this amendment.	nendment; (b) By acknowner of YOUR ACKNOWLE FER. If by virtue of this a condment and is received.	wledging receipt EDGEMENT TO amendment you	of this amendment on ea BE RECEIVED AT THE I desire to change an offer	ch copy of the PLACE DESI already sub	ne offer submitted; or (c) By IGNATED FOR THE REC	y separate let EIPT OF OFF	ter or telegram which includes a ERS PRIOR TO THE HOUR AND	
12. ACCOUNTING AND APPROPRIATION DAT	A (If required)							
			ODIFICATIONS O		•			
A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.			SET FORTH IN ITEM 14			DER NO.		
B. THE ABOVE NUMBERED CONTRACT/ORDER ITEM 14. PURSUANT TO THE AUTHORITY OF F			NISTRATIVE CHANGES	(such as cha	anges in paying office, app	ropriation dat	ta, etc.) SET FORTH IN	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTE	RED NTO PURSUANT	TO AUTHORITY	OF:					
D. OTHER (Specify type of modification and author	ity):							
E. IMPORTANT: Contractor: is not	X , is		required to sign this docu	ment and ret	turn, copies to the issu	ing office.		
14. DESCRIPTION OF MOD FICATION (Organized by UCF sec Contract GS-25F-0038T is					ng administ:	rative	changes:	
Deleted								
Michael McGraw Jr Contracting Officer Phone: 215-446-4895 Email: michael.mcgraw@gs		Continu	nevt page					
15A. NAME AND TITLE OF SIGNER (Type or Print)			e next page 16A. NAME AND TITLE (CTING OFFICER (Type or	Print)		
GSA Initiated Mod								
			Michael M		Jr			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		6B. UNITED STATES O				16C. DATE SIGNED	
Signature Not Required (Signature of person authorized to sign)		ll ll	By Signed elec Signature of Contracting		<u>ally</u> See a	bove	Aug 22, 2018	

Continuation of Description...

Added

John Giannopoulos Contracting Officer
Phone: 215-446-5081
Email: john.giannopoulos@gsa.gov

Block 13.B:

In accordance with FAR 43.103(b)(1), administrative changes to the contract are to be done through unilateral modifications.

AMENDMENT OF SOLICITATION/MOD		1.Contract ID Code		Page of Pages 1 1		
Amendment/Modification No. PS-0006	3. Effective Date: Sep 11, 201	- 11	isition/Pur	rchase Req. No.	5. Projec	t No. (If Applicable) 36
G. Issued By: General Service Administrate GSA FAS 3QSAC 20 N 8TH ST., ROOM 1029 PHILADELPHIA PA	tion 19107		GS 10	nistered By: (If Othe SA/FAS/QV0CC D CAUSEWAY S' DSTON MA 022:	Г	
3. Name and Address of Contractor (No. Strees	et, County, State and Zip (Code		9A Amendment of	Soliciation	on No:
HISTORY ASSOCIATES INCORPORTS OF STORESTREET AVE	RATED			9B. Dated (See Ite	m 11)	
ROCKVILLE, MD 208501655			Х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	T8E0	act/Order No.
Code	acility Code					
11 THIS IT	TEM ONLY APPLIES	TO AMENDME	NTS OF	SOLICITATION	IS	
The above numbered solicitation is amed date specified for receipt of Offers	nded as set forth in item 14	. The hour and		is extended		is not extended.
Offerors must acknowledge receipt of this amending a) By completing items 8 and 15, and returning copies of the ame eference to the solicitation and amendment numbers. FAILURE COATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFE elegram or letter makes reference to the solicitation and this amen 12. ACCOUNTING AND APPROPRIATION DATA	ndment; (b) By acknowledging recei DF YOUR ACKNOWLEDGEMENT T ER. If by virtue of this amendment you diment and is received prior to the op-	ipt of this amendment on O BE RECEIVED AT TH ou desire to change an of	each copy of th E PLACE DES er already sub	ne offer submitted; or (c) By IGNATED FOR THE RECE	separate let	ter or telegram which includes a ERS PRIOR TO THE HOUR AND
12. ACCOUNTING AND APPROPRIATION DATA	(ii required)					
	ITEM APPLIES ONLY TO			•		
A. THIS CHANGE ORDER IS ISSUED PURSUANT T N ITEM 10A.	O: (Specify authority) THE CHANGE	ES SET FORTH IN ITEM	14 ARE MADE	IN THE CONTRACT OR	DER NO.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS ITEM 14. PURSUANT TO THE AUTHORITY OF FAR	R 43.103(b).				ropriation dat	ta, etc.) SET FORTH IN
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE	ED NTO PURSUANT TO AUTHORI	TY OF: See Blo	ck 13 N	lotes		
D. OTHER (Specify type of modification and authority)):					
IMPORTANT: Contractor: is not	, is X	required to sign this do	cument and ref	turn, copies to the issu	ing office.	
4. DESCRIPTION OF MOD FICATION (Organized by UCF section -Subject contractor takes in June 8, 2012 under schedule -Subject contractor propose of the initial discount rain See attached documents for 5A. NAME AND TITLE OF SIGNER (Type or Print)	no exception to a second a slightly high and a slightly high additional information and additional information and a second a sec	the terms and ging and Doogher basic of the terms of the	nd cond cument. discoun ns and	conditions of conditions of conditions of conditions of the condit	b)(4) cemain	in lieu unchanged.
	5C. DATE SIGNED	16B. UNITED STATES	OF AMERICA			16C. DATE SIGNED
See a	above	By		See a	bove	

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Block 13.C:

552.243-72 Modification

List of Documents for the eMod Package:

File Name: Commercial and GSA Labor Rates.pdf Submit Date: 06/22/2012 12:29:37:99

Description: Price lists

File Name: CSP1 Chart 6-7-12.pdf Submit Date: 06/22/2012 12:31:03:10

Description: CSP-1 chart

File Name: Extension Letter.pdf Submit Date: 06/22/2012 12:35:30:32

Description: Extension letter

File Name: GSA Price List (Effective 12-8-11).xlsxSubmit Date: 06/22/2012 12:36:29:53

Description: GSA Pricelist

File Name: NCCAM order.pdf Submit Date: 06/22/2012 12:38:06:48

Description: NCCAM order (confirmation that price discrepency was resolved)

File Name: NLM order confirmation.pdf Submit Date: 06/22/2012 12:38:31:31

Description: Confirmation that price discrepency was resolved

File Name: Notice of Intent.pdf Submit Date: 06/22/2012 12:39:54:60

Description: Notice of Intent

File Name: ORCA 6-6-13.htm Submit Date: 06/22/2012 12:41:00:83

Description: ORCA

File Name: Mod.pdf Submit Date: 6/22/2012 12:00:00 AM

Description: Mod Responses

File Name: CCR.pdf Submit Date: 06/22/2012 13:41:08:26

Description: CCR

AMENI	MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1.Contract ID Code		Page of Pages 1 1	
	nent/Modification No.	ll ll	Effective Date:	- 11	sition/Pur	chase Req. No.	5. Projec	t No. (If Applicable)	
GS 20	neral Service Administra A FAS 3QSAC N 8TH ST., ROOM 1029	ation 19107			7. Administered By: (If Other) GSA/FAS/QV0CC 10 CAUSEWAY ST BOSTON MA 02222				
HI	and Address of Contractor (No. Street STORY ASSOCIATES INCORPO ON STONESTREET AVE		State and Zip C	ode		9A Amendment of Soliciation No: 9B. Dated (See Item 11)			
ROCKVILLE, MD 208501655					Х	10A. Modification of Contract/Order No. GS-25F-0038T 10B. Dated (See Item 13) Sep 13, 2007			
Code		Facility Cod	de						
	11 THIS	TEM ONL	Y APPLIES	TO AMENDME	NTS OF	SOLICITATION	IS		
	The above numbered solicitation is am date specified for receipt of Offers	ended as se	t forth in item 14.	The hour and		is extended		is not extended.	
(a) By comp reference to DATE SPEC	must acknowledge receipt of this amend leting items 8 and 15, and returning copies of the an the solicitation and amendment numbers. FAILURE CIFIED MAY RESULT IN REJECTION OF YOUR OF letter makes reference to the solicitation and this ame	nendment; (b) By OF YOUR ACK FER. If by virtue	acknowledging receip NOWLEDGEMENT TO of this amendment you	ot of this amendment on ea DBE RECEIVED AT THE Du desire to change an offe	ach copy of th PLACE DESI r already sub	e offer submitted; or (c) By	separate let	tter or telegram which includes a FERS PRIOR TO THE HOUR AND	
12. ACC	DUNTING AND APPROPRIATION DAT	A (If require	d)						
				MODIFICATIONS C		•			
	A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.			ORDER NO. AS DE			DER NO.		
X	B. THE ABOVE NUMBERED CONTRACT/ORDER ITEM 14. PURSUANT TO THE AUTHORITY OF F.				S (such as cha	anges in paying office, app	ropriation da	ta, etc.) SET FORTH IN	
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTER	RED NTO PURS	SUANT TO AUTHORIT	Y OF:					
X	D. OTHER (Specify type of modification and authori	ty): See B	lock 13 No	tes					
E	IMPORTANT: Contractor: is not	Х	, is			turn, copies to the issu	ing office.		
Th	PTION OF MOD FICATION (Organized by UCF sectors) e government hereby exemple (13/2012-09/12/2017)	-	_			he subject o	contra	ct from	
454 5175-	AND THE OF ORCING CO.		1	404 NAPE	05.001	OTINO OFFICER -	D-i-C		
	AND TITLE OF SIGNER (Type or Print) A Initiated Mod			16A. NAME AND TITLE (OF CONTRA	CTING OFFICER (Type or	Print)		
G5.	A INICIACEU MOU			Margaret	W. Sut	liff			
15B. CONTI	RACTOR/OFFEROR	15C. DATE SIG	NED	16B. UNITED STATES C				16C. DATE SIGNED	
_	nature Not Required f person authorized to sign)			By Signed elec		ally See a	bove	Jun 28, 2012	

Block 13.D:

I-FSS-163 Option to Extend the Term of the Contract (Evergreen)

AMENI	MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1.Contract ID Code		Page of Pages 1 1	
	nent/Modification No. - 0 0 1 2	ll ll	ctive Date:		sition/Pur	chase Req. No.	5. Projec	t No. (If Applicable)	
GS:	neral Service Administra A FAS 3QSAC O S INDEPENDENCE MALL W			7. Administered By: (If Other) GSA/FAS/QV0CF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102					
HI	and Address of Contractor (No. Street STORY ASSOCIATES INCORPO 0 N STONESTREET AVE		and Zip Co	ode)		9A Amendment of Soliciation No: 9B. Dated (See Item 11)			
ROCKVILLE, MD 208501655					Х	10A. Modification of Contract/Order No. GS25F0038T 10B. Dated (See Item 13) Sep 13, 2007			
Code		Facility Code							
	11 THIS	TEM ONLY A	APPLIES '	TO AMENDME	NTS OF	SOLICITATION	IS		
	The above numbered solicitation is am date specified for receipt of Offers	ended as set fort	h in item 14.	The hour and		is extended		is not extended.	
(a) By comp reference to DATE SPEC	must acknowledge receipt of this amend leting items 8 and 15, and returning copies of the an the solicitation and amendment numbers. FAILURE CIFIED MAY RESULT IN REJECTION OF YOUR OF letter makes reference to the solicitation and this ame	nendment; (b) By ackn OF YOUR ACKNOW! FER. If by virtue of this	owledging receip LEDGEMENT TO amendment yo	ot of this amendment on ea O BE RECEIVED AT THE u desire to change an offe	ach copy of th PLACE DESI r already sub	ne offer submitted; or (c) By IGNATED FOR THE RECE	y separate let EIPT OF OFF	ter or telegram which includes a ERS PRIOR TO THE HOUR AND	
12. ACC	DUNTING AND APPROPRIATION DAT	A (If required)							
				MODIFICATIONS (•			
	A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.			S SET FORTH IN ITEM 1			DER NO.		
X	B. THE ABOVE NUMBERED CONTRACT/ORDER ITEM 14. PURSUANT TO THE AUTHORITY OF F.				S (such as cha	anges in paying office, app	propriation da	ta, etc.) SET FORTH IN	
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTER	RED NTO PURSUAN	T TO AUTHORIT	TY OF:					
X	D. OTHER (Specify type of modification and authori		k 13 No	1					
E.	IMPORTANT: Contractor: is not	X , is				turn, copies to the issu	uing office.		
Th	PTION OF MOD FICATION (Organized by UCF sed	its right t				option perio	od for	term of	
	AND TITLE OF SIGNER (Type or Print) A Initiated Mod			16A. NAME AND TITLE	OF CONTRAC	CTING OFFICER (Type or	Print)		
45D 651	24070000555000	450 DATE 0:0::		Michael M		Jr		400 DATE 0101155	
	ractor/offeror nature Not Required	15C. DATE SIGNED		By Signed elec		ally See a	above	16C. DATE SIGNED Aug 09, 2017	
_	f person authorized to sign)			(Signature of Contracting					

Block 13.D:

I-FSS-163 Option to Extend the Term of the Contract (Evergreen)



October 4, 2019

Jeff Barnhart 300 N. STONESTREET AVENUE ROCKVILLE MD 20850-1655

Dear Jeff Barnhart:

This letter is in reference to your modification request(s) dated 2019/10/02 referencing contract number GS25F0038T under schedule 036.

Your request to modify your existing contract is denied because: Incomplete/Missing Information.

The following below, specifies why your modification request(s) did not meet the necessary requirements for award:

The respective Authorized Negotiators will need to be added within the appropriate eMod section. A separate email will be sent with further instruction.

Your modification request is being returned without further contractual action. Please address the above outlined modification request deficiencies before resubmitting your modification request(s) for potential award.

If you should have any questions concerning the above, please contact me at 215-446-5081 or via e-mail: john.giannopoulos@gsa.gov.

Sincerely,

John Giannopoulos
Contracting Officer
GSA FAS 3QSAC
100 S INDEPENDENCE MALL WEST
PHILADELPHIA PA 19106

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CT ONTRACT ID CODE		CODE	PAGE OF PAGES	
						1 1	
2. AMENDMENT/MODIFICATION NO. PO-0001	3. EFFECTIVE DATE 10-14-2008	4. REQUISITION/PURCHAS	E REQ. NO		5. PROJECT NO 036). (IF APPLICABLE)	
ssued By Code		7. ADMINISTERED BY	(If other th	an Item 6)	Code		
GSA FAS 3QSAC			2022000		7.5		
20 N 8TH ST., ROOM 1029		GSA/FAS CONT		DIA (2FQC-1)		
PHILADELPHIA, PA 19107		10 CAUSEWAY S BOSTON MA 022		10 56			
THE BEST THE TOTAL		BOSTON MA 022	222 6	17-56	5-7600		
8. Name and Address of Contractor (No., street, county,	State and ZIP Code		(x)	9A. AME	NDMENT OF SOLIC	CITATION NO.	
HISTORY ASSOCIATES INCORPORAT	ED			9B. DAT	ED (SEE ITEM 11)		
300 N STONESTREET AVE							
ROCKVILLE, MD 208501655			7000	10A. Mc	DIFICATION OF CO	ONTRACT/ORDER NO.	
			X		F-0038T		
CODE	FACILITY CODE				TED (SEE ITEM 13)	
				SEP 1	3, 2007		
The above numbered solicitation is amended as s	M ONLY APPLIES TO	AMENDMENTS OF	SOLICIT	ATION			
Offers					is extended	is not extended.	
Offer's must acknowledge receipt of this amendment pric (a) By completing Items 8 and 15, and returning (b) By separate letter or telegram which includes a refere AT THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offer a to the solicitation and this amendment, and is received p	copies of the amendment; ance to the solicitation and am OFFERS PRIOR TO THE Ho liready submitted, such chang fire to the opening hour and o	(b) By acknowledging receipted amount of the comment numbers. FAILUF DUR AND DATE SPECIFIED are may be made by telegram.	ot of this an	mendment JR ACKN	on each copy of OWLEDGEMEN	f the offer submitted; or T TO BE RECEIVED	
13. THIS ITEM AF	PPLIES ONLY TO MO	DIFICATIONS OF CO	NTRAC	TS/ORE	DERS,		
[] A. THIS CHANGE ORDER IS ISSUED PURSU	THE CONTRACT/ORI	THE CHANGES SET FOR	BED IN	ITEM 1	4.		
NO. IN ITEM 10A.	(Opecity authority)	THE CHANGES SET FOR	IH IN ITE	VI 14 ARE	MADE IN THE	CONTRACT ORDER	
P. THE ADOVE NUMBERED CONTRACTOR		1999					
 B. THE ABOVE NUMBERED CONTRACT/ORD date, etc.) SET FORTH IN ITEM 14, PURSU 	JANT TO THE AUTHORITY (CT THE ADMINISTRATIVE	CHANGE	S (such a	s changes in pay	ring office, appropriation	
[x] C. THIS SUPPLEMENTAL AGREEMENT IS EN	ITERED INTO PURSUANT T	O AUTHORITY OF: 552.24	43-72 Mod	dification			
D. OTHER (Specify type of modification and aut	hority)						
	9000000						
E. IMPORTANT: Contractor x is not	is required to s	sign this document and	d return	co	pies to the is	suina office	
14. DESCRIPTION OF AMENDMENT/MODIFICATI	ON (Organized by UCF secti	on headings, including solici	itation/con	tract subje	ct matter where	feasible.)	
The above number contract is modified as for	ollows:			::3412000 (140101 * 10		,	
Economic price increase and change in scope to	worldwide coverage as pe	er the attached letter date	ed 10/06/	08.			
Except as provided herein, all terms and conditions of the	e document referenced in iten	n 9A or 10A, as heretofore o	hanged, re	mains und	changed and in f	ull force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16.	A. NAME AND TITLE OF C	ONTRACT	ING OFF	ICER (Type or p	rint)	
	Ga	ary J Haag					
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 16	B. UNTED STATES OF AN	MERICA			16C. DATE SIGNED	
		11-00	1				
		Xh M					
10:	BY	1 De XI	400	2	<u> </u>	10/14/08	
(Signature of person authorized to sign)		(Signature et c	Contracting	Officer)		-0/11/00	
17540-01-152-8070	30-105		12/41/2	ST	ANDARD FORM	120 (DEM 40 00)	

17540-01-152-8070

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA, FAR (48 CFR) 53.243



History Associates Incorporated

Proposal for

Economic Price Adjustment

Submitted October 6, 2008

For

General Services Administration

GSA Schedule for Office Imaging & Document Solutions FSC Group 36 Contract Number: GS-25F-0038T

This Economic Proposal Adjustment request is deemed by History Associates Incorporated to contain trade secrets and confidential commercial or financial information which is privileged and confidential under 5 U.S.C 552. This information is maintained in confidence in the course of History Associates Incorporated's business and is not otherwise publicly available. History Associates Incorporated submits this to the Federal Government in confidence and understands that it is received with that intent. Accordingly, this information shall not be releasewd or disclosed outside the Federal Government under the Freedom of Information Act (5 U.S.C. 552) or under any other circumstances.

EXHIBITS INTERPRETIVE PLANNING

HISTORICAL RESEARCH

ARCHIVAL SERVICES

RECORDS MANAGEMENT

Table of Contents

Rationale for Economic Price Adjustment Request	Page 3
Signature Block	Page 3
Addendum – A	Pages 4 - 6
Schedule of Commercial Rate Increases, January 1, 2008	Page 7
Proposed Economic Price Adjustment	Page 8

Rationale for Economic Price Adjustment Request

History Associates Incorporated ("HAI") was awarded Contract Number GS-25F-0038T on September 13, 2007 with an expiration date of September 12, 2012. The services that were awarded under this contract were based on our Commercial Price List.

On January 1, 2008 HAI revised our Commercial Price List. This was done as a result of increases in our operating costs. As a result of these increased operating costs and subsequent revision to our Commercial Price List, HAI is requesting an Economic Price Adjustment to our existing GSA Price List for Contract GS-25F-0038T. This request is the first and only Economic Price Adjustment submitted by HAI for this Contract.

In addition to the increases in our Commercial Price List, HAI made a change in our Commercial Labor Category descriptions that we would like to be reflected in our GSA Contract Price List as our GSA Prices are based on our Commercial prices. The change made was to eliminate the Program Manager I and Program Manager II positions and combine them into a Senior Associate I Labor Category. The 2007 Labor Category Senior Associate II; the 2007 Labor Category Senior Associate II; the 2007 Labor Category Senior Associate III then became the 2008 Labor Category Senior Associate III. Attached as Addendum-A are the current and proposed descriptions for the three Labor Categories affected by this change.

Basis of Proposed GSA Schedule-36 Prices

The proposed prices included in this request are based on the same discounts to our commercial prices that were used in calculating our current GSA prices.

Commercial Sales Practice

HAI has not altered or changed its Commercial Sales Practice since the date of the Contract award, September 13, 2007. This includes, but is not limited to, our maximum and minimum orders, geographic coverage, discount policies and prompt payment terms. However, we would like to make a modification to our stated geographic service location so that our geographic service location will be worldwide as opposed to nationally. We would like to serve the needs of GSA customers who require that our services be available outside of the United States of America.

Brian W. Martin, PhD

President

10/6/2008

Addendum – A

Change to Existing Labor Categories

The following are the Program Manager II and Program Manager I Labor Category descriptions found in our existing GSA Price List that we wish to eliminate and combine into one Senior Associate I Labor Category. The description for the proposed Senior Associate I Labor Category is also detailed below.

Existing Program Manager II

Minimum / General Experience: Ten years of progressive technical experience in complex projects, including at least 6 in managing complex projects in archives and records management. Knowledge of professional archives and records management standards and practices including records appraisal, vital records, records retention and disposition, federal archives and records management procedures, records surveys and inventories, archival arrangement and description, and preservation.

Minimum Education: Master's degree in library science or a related field with archival coursework.

Responsibilities:

- Manages substantial contract support operations, including multiple projects.
- Organizes, directs, and coordinates all phases of the contractor's contract support activities.
- Communicates orally and in writing with all levels of management for planning and control of projects.
- Reviews and recommends appropriate software and hardware systems for records management and retention.
- Meets with government personnel and contract managers.
- Determines contract costs, and ensures conformance with standards.
- Assigns, schedules, and reviews work of subordinates.
- Explains policies, project objectives, and specific goals of the contractor organization to subordinates.
- Formulates and reviews task order plans and deliverable items, and determines and negotiates standards.
- Reviews products for accuracy and adherence to design and user standards.
- Verifies program documentation to comply with government standards and requirements.
- Assures that projects are completed in accordance with pre-set time schedules.

Existing Program Manager I

Minimum / General Experience: Eight years of progressive technical experience in complex projects, including at least 4 in managing complex projects in archives and records management. Knowledge of professional archives and records management standards and practices including records appraisal, vital records, records retention and disposition, federal archives and records management procedures, records surveys and inventories, archival arrangement and description, and preservation.

Minimum Education: Master's degree in library science or a related field with archival coursework.

Responsibilities:

- Manages substantial contract support operations, including multiple projects.
- Organizes, directs, and coordinates all phases of the contractor's contract support activities.
- Communicates orally and in writing with all levels of management for planning and control of projects.
- Reviews and recommends appropriate software and hardware systems for records management and retention.
- Meets with government personnel and contract managers.
- Determines contract costs, and ensures conformance with standards.
- Assigns, schedules, and reviews work of subordinates.
- Explains policies, project objectives, and specific goals of the contractor organization to subordinates.
- Formulates and reviews task order plans and deliverable items, and determines and negotiates standards.
- Reviews products for accuracy and adherence to design and user standards.

Proposed Senior Associate I

Minimum / General Experience: Eight years of progressive technical experience in complex projects, including at least 4 in managing complex projects in archives and records management. Knowledge of professional archives and records management standards and practices including records appraisal, vital records, records retention and disposition, federal archives and records management procedures, records surveys and inventories, archival arrangement and description, and preservation.

Minimum Education: Master's degree in library science or a related field with archival coursework.

Responsibilities:

- Manages substantial contract support operations, including multiple projects.
- Organizes, directs, and coordinates all phases of the contractor's contract support activities.
- Communicates orally and in writing with all levels of management for planning and control of projects.

- Reviews and recommends appropriate software and hardware systems for records management and retention.
- Meets with government personnel and contract managers.
- Determines contract costs, and ensures conformance with standards.
- Assigns, schedules, and reviews work of subordinates.
- Explains policies, project objectives, and specific goals of the contractor organization to subordinates.
- Formulates and reviews task order plans and deliverable items, and determines and negotiates standards.
- Reviews products for accuracy and adherence to design and user standards.
- Verifies program documentation to comply with government standards and requirements.
- Assures that projects are completed in accordance with pre-set time schedules.

HISTORY ASSOCIATES INCORPORATED Contract No. GS-25F-0038T Awarded September 13, 2007 FSC Group 36

2008 COMMERCIAL LABOR RATE INCREASES FOR SIN 51 504 SERVICES **CHANGES EFFECTIVE JANUARY 1, 2008**

Percentage Increase									
Amount of Increase									
2008 Hourly Rate									
2007 Hourly Rate									
Labor Category	Sr Associate III (formerly Sr.Assoc.II) Sr. Associate II (formerly Sr.Assoc.I)	Sr. Assoc. I (formerly Program Mgr I & II) The Prorgam Mgr I and II Labor Categories have been combined into one category: Sr. Associate I	Sr. Archivist/Records Manager III	Sr. Archivist/Records Manager II	Sr. Archivist/Records Manager I	Archivist/Records Manager III	Archivist/Records Manager II	Archivist/Records Manager I	Archivist/Records Tech II

Archivist/Records Tech I

Project Support

HISTORY ASSOCIATES INCORPORATED

Contract No. GS-25F-0038T Awarded September 13, 2007 FSC Group 36

Proposed Economic Price Adjustment Submited October 3, 2008

Note: This is the first Economic Price Adjustement request submitted for this Contract.

	(b) (4)				
GSA Price Proposed Proposedw/					
Proposed GSA Price					
GSA					
Original 2008 GSA Price Commercial GSA Proposed W/FF Hourly Rate Discount GSA Price					
Original GSA Price					
Original GSA Price as of Award Date 9/13/07					
GSA					
2007 Commercial Hourly Rate					
Labor Category	51-504 Sr Associate III (formerly Sr.Assoc.II) 51-504 Sr. Associate II (formerly Sr.Assoc.I) 51-504 Sr. Assoc. I (formerly Program Mgr I & II) The Prorgam Mgr I and II Labor Categories have been combined into one category: Sr. Associate I	51-504 Sr. Archivist/Records Manager III 51-504 Sr. Archivist/Records Manager II 51-504 Sr. Archivist/Records Manager I	51-504 Archivist/Records Manager III 51-504 Archivist/Records Manager II 51-504 Archivist/Records Manager I	51-504 Archivist/Records Tech II 51-504 Archivist/Records Tech I	51-504 Project Support
NIS	51-504 51-504 51-504	51-504 51-504 51-504	51-504 51-504 51-504	51-504 51-504	51-504

National Archives and Records Administration (NARA) 36 Code of Federal Regulation (CFR) PART 1228 Certification

I, Donald Donoghue, am an authorized negotiator for History Associates
Incorporated, holder of GSA MAS Contract number GS-25F-0038T, and have SIN
51 504 under that contract. In regards to the above NARA regulation, I certify that
we have read and understand the attached regulation, and(choose only one):
_X We do not provide storage services as described in the SIN, and are therefore not affected by the regulation.
We do provide storage services as described in the SIN, and certify that our
facilities either already meets the NARA criteria or will by October 1, 2009.
We do provide storage services as described in the SIN, and certify that our
facilities either does not and will not meet the NARA criteria or will by October 1,
2009, and request that those services be removed from our contract, but that SIN 51
504 not be removed as we provide other services under it.
We do provide storage services as described in the SIN, and certify that our facilities either does not and will not meet the NARA criteria by October 1, 2009, and request that the SIN 51 504 be cancelled (Note: If SIN 51 504 is the only SIN on your contract, choosing this option will result in the cancellation of your entire contract).
We agree that we will work with our Contract Specialist/Officer, Gary Haag, to modify our contract to reflect the above certification
Signed,
Date: March 25, 2009

AMENDMENT O	MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1.Contract ID Code		Page of Pages 1 1	
Amendment/Modific	ation No.	3. Effectiv		4. Requis	ition/Pu	rchase Req. No.	5. Projec	t No. (If Applicable)	
6. Issued By: General Se GSA FAS 3Q 100 S INDE	General Services Administration GSA FAS 3QSAC 100 S INDEPENDENCE MALL WEST PHILADELPHIA PA 19106 B. Name and Address of Contractor (No. Street, County, State and Zip C				7. Administered By: (If Other) GSA/FAS/TTL/QMAAB 50 UNITED NATIONS PLAZA SAN FRANCISCO CA 94102				
HISTORY AS	s of Contractor (No. Stre SOCIATES INCORPO JESTREET AVE		d Zip Code)			9A Amendment of Soliciation No: 9B. Dated (See Item 11)			
ROCKVILLE, MD 208501655					Х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	T8E0	act/Order No.	
Code		Facility Code							
	11 THIS	ITEM ONLY APP	LIES TO	AMENDMEN	ITS OF	SOLICITATION	IS		
	numbered solicitation is am ed for receipt of Offers	ended as set forth in	item 14. The	e hour and		is extended		is not extended.	
(a) By completing items 8 and reference to the solicitation a DATE SPECIFIED MAY RES	rledge receipt of this amenor of 15, and returning copies of the around amendment numbers. FAILURE SULT IN REJECTION OF YOUR OF rence to the solicitation and this am	nendment; (b) By acknowled FOF YOUR ACKNOWLEDG FER. If by virtue of this ame	lging receipt of th EMENT TO BE I ndment you desi	nis amendment on ea RECEIVED AT THE Fire to change an offer	ch copy of the PLACE DES already sub	ne offer submitted; or (c) By IGNATED FOR THE RECI	y separate let EIPT OF OFF	ter or telegram which includes a ERS PRIOR TO THE HOUR AND	
12. ACCOUNTING AN	ND APPROPRIATION DAT	TA (If required)							
		S ITEM APPLIES ON MODIFIES THE CON				•			
A. THIS CHANG N ITEM 10A.	GE ORDER IS ISSUED PURSUAN						DER NO.		
A II	NUMBERED CONTRACT/ORDER SUANT TO THE AUTHORITY OF F			_		anges in paying office, app ck 13 Notes.	propriation dat	ta, etc.) SET FORTH IN	
	EMENTAL AGREEMENT IS ENTE		AUTHORITY OF						
D. OTHER (Spe	ecify type of modification and author	ity):							
E. IMPORTAN		X , is				turn, copies to the issu	uing office.		
The contra	rication (Organized by UCF sec actor's letter, are accepted and	requesting a	modific	ation date	ed 10/				
negotiator	n to the specific r is currently l ce, the name sho	isted as Jeff	Barnha	rt, howeve	er bas	ed on the Di		authorized	
15A. NAME AND TITLE OF S Mod submit			16A.	NAME AND TITLE O	F CONTRA	CTING OFFICER (Type or	Print)		
JEFFREY D				John Gianı		os			
15B. CONTRACTOR/OFFER	ROR	15C. DATE SIGNED	16B.	UNITED STATES OF	FAMERICA			16C. DATE SIGNED	
Signature No				Signed electronic of Contracting		ally See a	above	Nov 05, 2019	

Block 13.B:

K-FSS-1: Authorized Negotiator

AMENI	MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					е	Page of Pages 1 1		
	nent/Modification No. - 0 0 2 2	3. Effective Da	ll ll	equisition/Pu	rchase Req. No.	5. Projec	t No. (If Applicable)		
6. Issued Ge: GS.	General Services Administration GSA FAS 3QSAC 100 S INDEPENDENCE MALL WEST PHILADELPHIA PA 19106			G: 5 (7. Administered By: (If Other) GSA/FAS/TTL/QMAAB 50 UNITED NATIONS PLAZA SAN FRANCISCO CA 94102				
HI	and Address of Contractor (No. Streets of Contra		o Code)		9A Amendment of Soliciation No: 9B. Dated (See Item 11)				
RO	CKVILLE, MD 208501655		х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	T8E0	act/Order No.			
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12. ACC	DUNTING AND APPROPRIATION DAT	A (If required)							
		S ITEM APPLIES ONLY TOUCH			,				
	A. THIS CHANGE ORDER IS ISSUED PURSUANT N ITEM 10A.					DER NO.			
X	B. THE ABOVE NUMBERED CONTRACT/ORDER ITEM 14. PURSUANT TO THE AUTHORITY OF E				anges in paying office, app ck 13 Notes.	propriation da	ta, etc.) SET FORTH IN		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTE		ORITY OF:						
	D. OTHER (Specify type of modification and author	ty):							
E	IMPORTANT: Contractor: is not	X , is			turn, copies to the issu	uing office.			
Th	PTION OF MOD FICATION (Organized by UCF sec e contractor's letter, a cuments are accepted and	requesting a mod	dification	dated 11/					
de	Addition of Courtney E l tailed on the Authorizat /8/19.								
15A. NAME	AND TITLE OF SIGNER (Type or Print)		16A. NAME AND	TITLE OF CONTRA	CTING OFFICER (Type or	Print)			
	d submitted by								
	FFREY D Barnhart			iannopoul	.os				
	RACTOR/OFFEROR	15C. DATE SIGNED		TES OF AMERICA			16C. DATE SIGNED		
	<u>lature Not Requi</u> red f person authorized to sign)		By Signed (Signature of Cont		<u>ally</u> See a	above	Nov 08, 2019		

Block 13.B:

K-FSS-1: Authorized Negotiator

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		ONTRACT	ID CODE	PAGE OF PAGES		
AMENDMENT OF GOLIGITATION	MINIODII IOATIO	it or continuor			1	l 1
2. AMENDMENT/MODIFICATION NO. PS-0002	3. EFFECTIVE DATE 11/16/2009	4. REQUISITION/PURCHASE	4. REQUISITION/PURCHASE REQ NO. 5. PROJECT NO. 036			
ssued By Code		7. ADMINISTERED BY	(If other than Ite	m 6) Code		
GSA FAS 3QSAC 20 N 8TH ST., ROOM 1029 PHILADELPHIA, PA 19107		GSA/FAS CONT 10 CAUSEWAY S BOSTON MA 022	T	(2FQC-1) 565-7600		
8. Name and Address of Contractor (No., street, county,	State and ZIP Code	3000	(x) 9A.	AMENDMENT OF SOLI	CITATION NO	
HISTORY ASSOCIATES INCORPORAT 300 N STONESTREET AVE	ED			DATED (SEE ITEM 11		ense No
ROCKVILLE, MD 208501655			X GS-	-25F-0038T Dated (See Item 1		
CODE	FACILITY CODE			13, 2007		
11. THIS ITE	M ONLY APPLIES	TO AMENDMENTS OF				
The above numbered solicitation is amended as soffers Offer's must acknowledge receipt of this amendment price (a) By complating Items 8 and 15, and returning (c) By separate letter or telegram which includes a reference AT THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offer a to the solicitation and this amendment, and is received p 12. ACCOUNTING AND APPROPRIATION DATA (If re	or to the hour and date spe _copies of the amendme ence to the solicitation and OFFERS PRIOR TO THE ifready submitted, such ch rior to the opening hour ar	ecified in the solicitation or as an nt; (b) By acknowledging receip I amendment numbers. FAILUR E HOUR AND DATE SPECIFIED lange may be made by telegram	nended, by one of of this amendr RE OF YOUR AC O MAY RESULT	nent on each copy of CKNOWLEDGEMENT IN REJECTION OF	hods: of the offer s NT TO BE R YOUR OF	ECEIVED FER. If by
40 71110 17514 A	DUE ON VIOL	ACDIFICATIONS OF CO	NTD ACTO	DDEDE	39 10	
		MODIFICATIONS OF CO				
A. THIS CHANGE ORDER IS ISSUED PURSUNO. IN ITEM 10A.					CONTRAC	TORDER
B. THE ABOVE NUMBERED CONTRACT/ORD date, etc.) SET FORTH IN ITEM 14, PURSU			CHANGES (su	ch as changes in pa	lying office,	appropriation
[X] C. THIS SUPPLEMENTAL AGREEMENT IS EN						
552.216-70 Economic P: [] D. OTHER (Specify type of modification and au						
E. IMPORTANT: Contractor is not 14. DESCRIPTION OF AMENDMENT/MODIFICATION of above number contract is modified as for the changes requested by the contractor in the contracto	ION (Organized by UCF sollows:		itation/contract s	ubject matter where	e feasible.)	
11 Labor Categories on the attached spreadshee	t titled "Attachment A"	requested price increases ra	anging from	0) (4)		
965						
Except as provided herein, all terms and conditions of the	e document referenced in					id effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF C	ONTRACTING	OFFICER (Type or	print)	
Donald Donoghue, Director of Finance/Contracts		James Concannon, C	Contractin	g Officer		
15B. CONTRACTOR/OFFEROR Druelal Day	15C. DATE SIGNED 11-16-2009	16B. UNITED STATES OF AN	MERICA	×	16C DA	ATE SIGNED
/		BY	27 20 27 27	nest to the second of	11/16	5/09
(Signature of person authorized to sign)		(Signature of 0	Contracting Office	cer)		

N 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA, FAR (48 CFR) 53.243

GSA/FAS Multiple Award Schedule Modification Checklist

Company Name (include a Doing Business As (DBA) if applicable):	HISTORY ASSOCIATES INCORPORATED
GSA Contract Number(s):	95-25F-0038T
Address (for contract administration):	300 N. Stonestreet Avenue Rockulle, MD 20850
Email:	donoghue e historyassociates, com
FAX:	301-279-9224
Company Contact:	Donald Donoghue, Dir, Finance/Contract
GSA Contracting	
Specialist/Contracting Officer	Ms. Patricia Russo 215-446-4872
Original submission	Clarification
☐ All products being add ☐ All products contain not substances Act. ☐ Spreadsheet attached of adding product from a Price List, and CSP-1 ☐ Commercial Price List	boduct(s)/service(s) SIN(s),,
SIN for each SIN being added) If adding SIN(s) from a n List, and CSP-1	(A separate CSP-1 form is needed when adding a new ew manufacturer, please include Letter of Supply, Dealer Price detailing products added.
Delete SIN(s),	detailing products deleted.
	with Effective Date is included letailing percentage of increase/decrease.
☐ Temporary Price Decrease us ☐ Temporary Price Reduce ☐ Spreadsheet attached decrease use	nder SIN(s),, ction will run from to letailing percentage of decrease.
Economic Price Adjustment	(EPA) (include # of changes) under SIN(s),, 51-50 \(
increase in the past 12 months The reason for requesti Commercial Price List i	incurring a price increase have not been subject to a price ing the price increase is with Effective Date is included letailing percentage of increase/decrease.
☐ Novation☐ Name Change	

	Address Change:			
	From:	To:		
	Administrative (Spe Other (Specify) Upon approval of th		ree to submit a Text File and	d update GSA <i>Advantage!</i>
Ema Pho Fax Sign Date	il address: dono ne number: 301-2 number: 301- ature Jone	1940e & histo 79-96927 279-9234	ny associates, eon	or. Forcence/Contracts
(Not		script font from your \		*****
	ontractor has 2 da ds it.	ays to sign and re	eturn modification once	Contract Specialist
Mo	dification Request sh	ould be sent to:		
Ema	il: CID.3QSAD@gsa.	gov		
Mail	Attn: Cen The Strav 20 N. 8 th S	tral Modification Pro vbridge Bldg., 10 th Fl.	equisition Center (3QSA) cessing Center (CMPC) - 3C	SADA

*This checklist is in preparation for all modifications requiring submittal through the eMod system, launch date TBD.



History Associates Incorporated

Proposal for

Economic Price Adjustment

Submitted November 9, 2009

For

General Services Administration

GSA Schedule for Office Imaging & Document Solutions FSC Group 36 Contract Number: GS-25F-0038T

This Economic Proposal Adjustment request is deemed by History Associates Incorporated to contain trade secrets and confidential commercial or financial information which is privileged and confidential under 5 U.S.C 552. This information is maintained in confidence in the course of History Associates Incorporated's business and is not otherwise publicly available. History Associates Incorporated submits this to the Federal Government in confidence and understands that it is received with that intent. Accordingly, this information shall not be released or disclosed outside the Federal Government under the Freedom of Information Act (5 U.S.C. 552) or under any other circumstances.

HISTORIES

Ехнівітѕ

INTERPRETIVE PLANNING

HISTORICAL RESEARCH

ARCHIVAL SERVICES

RECORDS MANAGEMENT

Table of Contents

Rationale for Economic Price Adjustment Request	Page 3
Signature Block	Page 3
Schedule of Commercial Rate Increases, January 1, 2009	Page 4
Proposed Economic Price Adjustment	Page 5

Rationale for Economic Price Adjustment Request

History Associates Incorporated ("HAI") was awarded Contract Number GS-25F-0038T on September 13, 2007 with an expiration date of September 12, 2012. The services that were awarded under this contract were based on our Commercial Price List.

On January 1, 2009 HAI revised our Commercial Price List. This was done as a result of increases in our operating costs. As a result of these increased operating costs and subsequent revision to our Commercial Price List, HAI is requesting an Economic Price Adjustment to our existing GSA Price List for Contract GS-25F-0038T. This request is the second Economic Price Adjustment submitted by HAI for this Contract, the first having been approved with an effective date of October 14, 2008.

Basis of Proposed GSA Schedule-36 Prices

The proposed prices included in this request are based on the same discounts to our commercial prices that were used in calculating our current GSA prices.

Commercial Sales Practice

HAI has not altered or changed its Commercial Sales Practice since the date of the Contract award, September 13, 2007. This includes, but is not limited to, our maximum and minimum orders, geographic coverage, discount policies and prompt payment terms.

Brian W. Martin, PhD

President

HISTORY ASSOCIATES INCORPORATED Contract No. GS-25F-0038T Awarded September 13, 2007 FSC Group 36

2009 COMMERCIAL LABOR RATE INCREASES FOR SIN 51 504 SERVICES CHANGES EFFECTIVE JANUARY 1, 2009

Labor Category

Sr Associate III

Sr. Associate II

Sr. Assoc. I

Sr. Archivist/Records Manager III

Sr. Archivist/Records Manager II

Sr. Archivist/Records Manager I

Archivist/Records Manager III

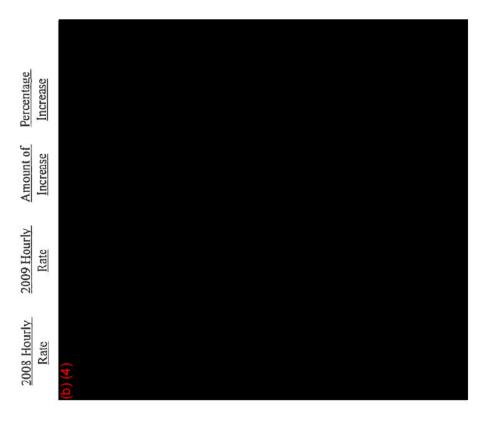
Archivist/Records Manager II

Archivist/Records Manager I

Archivist/Records Tech II

Archivist/Records Tech I

Project Support



ATTACKNOWN A A CONT.

HISTORY ASSOCIATES INCORPORATED

Contract No. GS-25F-0038T Awarded September 13, 2007 FSC Group 36 Proposed Economic Price Adjustment Submited November, 2009

Note: This is the second Economic Price Adjustement request submitted for this Contract. The first was approved 10/14/08.

/wpasc	£												
GSA Price d Proposedw/	e I												
GSA Price Proposed Proposedw/	GSA Pric												
GSA	Discount												
Oct 14, 2009 2008 GSA Commercial	Price w/IFF Hourly Rate Discount GSA Price IFF												
Oct 14, 2008 GSA	Price w/IFF												
GSA Price as Oct 14, of Oct 14,	2008												
GSA	Discount												
2008 Commercial	Hourly Rate Discount	(b) (4)											
	Labor Category	siate III	ciate II	c. 1	51-504 Sr. Archivist/Records Manager III	51-504 Sr. Archivist/Records Manager II	51-504 Sr. Archivist/Records Manager I	51-504 Archivist/Records Manager III	51-504 Archivist/Records Manager II	51-504 Archivist/Records Manager I	51-504 Archivist/Records Tech II	51-504 Archivist/Records Tech I	Support
		51-504 Sr Associate III	51-504 Sr. Associate II	51-504 Sr. Assoc. 1	Sr. Arch	Sr. Arch	Sr. Arcl	Archivi	Archivis	Archivi	Archivis	Archivia	51-504 Project Support
	SIN	51-504	51-504	51-504	51-504	51-504	51-504	51-504	51-504	51-504	51-504	51-504	51-504



December 6, 2011

DONALD DONOGHUE
300 N. STONESTREET AVENUE
ROCKVILLE MD 20850-1655

Dear DONALD DONOGHUE:

This letter is in reference to your modification request(s) dated 2011/12/01 referencing contract number GS25F0038T under schedule 036.

Your request to modify your existing contract is denied because: Incomplete/Missing Information.

The following below, specifies why your modification request(s) did not meet the necessary requirements for award:

Additional information needed.

Your modification request is being returned without further contractual action. Please address the above outlined modification request deficiencies before resubmitting your modification request(s) for potential award.

If you should have any questions concerning the above, please contact me at 215-446-4872 or via e-mail: patricia.russo@gsa.gov.

Sincerely,

Patricia Russo
Contract Specialist
GSA FAS 3QSAC
20 N 8TH ST., ROOM 1029
PHILADELPHIA PA 19107

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1.Contract ID Cod	Page of Pages 1 2		
Amendment/Modification No. PS = 0.004	3. Effective Date: See 16C	4. Requis	ition/Pu	n/Purchase Req. No. 5. Project No. (If Applicabl			
6. Issued By: General Service Administration GSA FAS 3QSAC 20 N 8TH ST., ROOM 1029 PHILADELPHIA PA 19107	7. Administered By: (If Other) GSA/FAS/QV0CC 10 CAUSEWAY ST BOSTON MA 02222						
8. Name and Address of Contractor (No. Street, Cour HISTORY ASSOCIATES INCORPORATED 300 N STONESTREET AVE	e	9A Amendment of Soliciation No: 9B. Dated (See Item 11)					
ROCKVILLE, MD 208501655				10A. Modification of Contract/Order No. GS-25F-0038T 10B. Dated (See Item 13) Sep 13, 2007			
Code Facility	Code						
11 THIS ITEM O	NLY APPLIES TO	AMENDMEN	ITS OF	SOLICITATION	IS		
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR ADATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each						e following methods. tter or telegram which includes a TERS PRIOR TO THE HOUR AND	
telegram or letter makes reference to the solicitation and this amendment and 12. ACCOUNTING AND APPROPRIATION DATA (If requ							
1	PPLIES ONLY TO MO			•			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specii N ITEM 10A.					DER NO.		
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MOD FIE		STRATIVE CHANGES	(such as ch	anges in paying office, app	ropriation da	ta, etc.) SET FORTH IN	
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED NTO F		F: 55.216-'	70 Ecc	onomic Price	Adjus	tment	
D. OTHER (Specify type of modification and authority):							
E. IMPORTANT: Contractor is not,	is required to sig	gn this document and r	etum, c	opies to the issuing office.			
14. DESCRIPTION OF MOD FICATION (Organized by UCF section heading The changes requested by the co- documents are approved and inco- 1. History Associates Incorpora contractor's letter dated Decem (depending on the service) has	ntractor in the reporated in the ted's contracted been 6, 2011. been added to	ne checklishe contract t is hereby As a resulthe labor	t dat The modi lt,	fied to inco. (4) gories. See a	nsist orpora	of: te the ed	
spreadsheet for a list of services that are affected by the price change. The new prices are reflected in History Associate's price list dated January 1, 2011. The current Continue next page							
15A. NAME AND TITLE OF SIGNER (Type or Print)				CTING OFFICER (Type or	Print)		
15B. CONTRACTOR/OFFEROR 15C. DATE	SIGNED 16E	3. UNITED STATES OF	AMERICA			16C. DATE SIGNED	
(Signature of person aut)		gnature of Contractin	J SI	GNed 12/08/ . Concannon	2011 I GSA/F	y °	

Continuation of Description...

discount range of (b) (4) will be taken from the increased commercial pricing. These changes will be reflected in History Associate's revised authorized federal supply schedule pricelist along with its electronic atalog listed on GSA advantage.

List of Documents for the eMod Package:

File Name: History Associates EPA Request Rational $\mathbf{Supm}\mathbf{f}$ t Date: 12/7/2011 12:00:00 AM Description: Vendor Defined

File Name: Modification spreadsheet $12_06_2011.xlsSubmit$ Date: 12/7/2011 12:00:00 AM Description: Vendor Defined

File Name: Modification Request Checklist Revised. Gabmit Date: 12/7/2011 12:00:00 AM Description: Vendor Defined

AMENDMENT OF SOLICITATION/MO		1.Contract ID Cod	е	Page of Pages 1 2				
Amendment/Modification No. PA - 0 0 0 9	ll ll	ffective Date:		sition/Pur	tion/Purchase Req. No. 5. Project No. (If Appl			
6. Issued By: General Service Administra GSA FAS 3QSAC 20 N 8TH ST., ROOM 1029 PHILADELPHIA PA		7. Administered By: (If Other) GSA/FAS/QV0CF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102						
8. Name and Address of Contractor (No. Stree	ode)		9A Amendment of Soliciation No:					
HISTORY ASSOCIATES INCORPO 300 N STONESTREET AVE			9B. Dated (See Item 11)					
ROCKVILLE, MD 208501655		Х	10A. Modification GS-25F-0 10B. Dated (See It Sep 13,	act/Order No.				
Code	acility Code							
11 THIS I	TEM ONLY	APPLIES	TO AMENDMEI	NTS OF	SOLICITATION	IS		
The above numbered solicitation is ame date specified for receipt of Offers	nded as set fo	orth in item 14	. The hour and		is extended		is not extended.	
Offerors must acknowledge receipt of this amending (a) By completing items 8 and 15, and returning copies of the amereference to the solicitation and amendment numbers. FAILURE (DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFF telegram or letter makes reference to the solicitation and this americans.	endment; (b) By ac OF YOUR ACKNO ER. If by virtue of	cknowledging receip WLEDGEMENT To this amendment yo	ot of this amendment on ea O BE RECEIVED AT THE ou desire to change an offe	ach copy of the PLACE DES r already sub	ne offer submitted; or (c) By IGNATED FOR THE RECE	separate let	ter or telegram which includes a ERS PRIOR TO THE HOUR AND	
12. ACCOUNTING AND APPROPRIATION DATA	(If required)							
			MODIFICATIONS O		•			
A. THIS CHANGE ORDER IS ISSUED PURSUANT NITEM 10A.						DER NO.		
B. THE ABOVE NUMBERED CONTRACT/ORDER IS ITEM 14. PURSUANT TO THE AUTHORITY OF FA			~		anges in paying office, app	ropriation da	ta, etc.) SET FORTH IN	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTER	ED NTO PURSUA	ANT TO AUTHORI	TY OF:					
D. OTHER (Specify type of modification and authority	r):							
E. IMPORTANT: Contractor: is not	X , i	s	required to sign this docu	ument and ref	turn, copies to the issu	ing office.		
14. DESCRIPTION OF MOD FICATION (Organized by UCF section	on headings,includ	ing solicitation/con	tract subject matter where	feasible.)				
Contract GS-25F-0038T is h	ereby mo	dified to	o make the f	ollowi	ng administr	cative	changes:	
Deleted								
James T. Concannon								
Contracting Officer								
Phone: 215-446-5020 Email: james.concannon@gs	a.gov	gti						
15A. NAME AND TITLE OF SIGNER (Type or Print)		COIICIII	le next page 16A. NAME AND TITLE (CTING OFFICER (Type or	Print)		
GSA Initiated Mod			James T.	Concan	non			
15B. CONTRACTOR/OFFEROR	5C. DATE SIGNE	D	16B. UNITED STATES O				16C. DATE SIGNED	
Signature Not Required (Signature of person authorized to sign)			By Signed elec		ally See a	bove	Dec 22, 2015	

Continuation of Description...

Added

_ _ _ _

Michael McGraw Jr Contracting Officer Phone: 215-446-4895

Phone: 215-446-4895 Email: michael.mcgraw@gsa.gov

Block 13.B:

In accordance with FAR 43.103(b)(1), administrative changes to the contract are to be done through unilateral modifications.